- 26. ENTIRE AGREEMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are no other agreements, and or written, by and between the parties hereto, except as to Subcontractor's warranties under any prior or contemporareous Subcontractor Agreements with Stock, which warranties are incorporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subcontractor is that of an independent contractor.
- . 27. HEADINGS: The paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
- 28. NOTICES: Unless otherwise set forth herein, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be (a) delivered by hand, (b) send by Federal Express. Express Mail or other overnight counterservice, sent to the address on the first page hereof or such other address for notice as the parties shall last have furnished in writing to the person giving the notice or (c) sent by the simile transmission with a copy delivered pursuant to (a) or (b) above. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by facsimile transmission as of the date and time of transmission, and (iii) if sent by Federal Express. Express Mail or other reputable overnight counter service, upon the earlier of the date of receipt or one (1) business day after posting thereof. If a notice is mailed in the manner provided above, it is duly given, whether or not the addressee received it.
- 29. INVALIDITY: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws; such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. DISPUTE: If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by Slock pursuant to the self-help remedies of paragraph 24, and the parties cannot resolve the matter between themselves within sixty (60) days after Stock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration. Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a dispute arise between Stock and a buyer of a residence regarding materials supplied or work performed by Subcontractor, Subcontractor agrees to participate in, and be bound by, arbitration proceedings between Stock and the buyer.
- 31: JURISDICTION and PRESUMPTION: This Agreement shall be governed by and construed under the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, or being agreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full opportunity to consult legal coursel of its choice prior to the execution of this Agreement.
- 32. WAIVER: Except as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto. No waiver by either party of any failure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. COUNTERPARTS and FACSIMILE/PDF SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Signatures given via facsimile or scan PDF transmission and shall be deemed given as of the date and time of transmission to the other party and shall be deemed original.
- 34. PERSONS BOUND: The provisions of this Agreement shall inure to the benefit of, and shall bind, the heirs, executers, administrators, successors and assigns of the respective parties. No person shall be deemed to be a third party beneficiary of this Agreement or any portion thereof. Subcontractor may not assign this Agreement without Stock's prior written consent, which consent Stock may withhold in its solog

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and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor five

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STOCK:

STOCK CONSTRUCTION, LLC, a

Florida limited liability company

Print Name:

Title:

SUBCONTRACTOR:

Daly Construction Int (Subcontractor Entity Name)

By: 150

Print Name: CJames T

EXHIBIT 4	



Subcontractor Base Agreement

NAME	OF SUBCONTRACTOR: GUIF WESTERN ROOFING & STORY METAL, INC.
OWNE	RSHIP: I CORPORATION - PARTNERSHIP - PROPRIETORSHIP - LIMITED LIABILITY COMPANY
NAME	S) OF PRINCIPAL OFFICERS, PARTNERS OF OWNERS:
SURCO	NTRACTOR'S EIN DR SOCIAL SECURITY NO:
BLISINI	2SS ADDRESS: Y.O. COX 30837)
DU31111	Ponita Dylogs & 34134
DUANE	2015-277-00077 FAX(239) 742-0673 EMAIL ILI amby 2 lambcon.com
110112	EMAIL JETUTION IN TOCOL COM
TRIS A	GREEMENT ("Agreement") made and entered into this IST day of Significant the state of the state
	tion, LLC, a Florida limited liability company, its successors and/or assigns ("Stock") and Cull Western
	Sing & Short Mital Inc.
	(Succentractor
i.	As used herein the following terms shall have the meanings specified unless the context otherwise requires.
;-	(a) "Bid/Proposal" shall have the meaning specified in Paragraph 4.
	(b) "Contract Documents" shall mean this Agreement, together with any and all Subcontractor Safety & Health Standards (Field
	Guidelines), Work Notification Forms, Bid Proposals, and Plans and Specifications issued or utilized in connection with Work performed
	by Subcontractor.
	(c) "FHA" shall mean the Federal Housing Administration.
	(d) "Plans and Specifications" shall mean approved foundation plans, frame plans, floor plans, elevation plans, blueprints, construction
	sheet details, and other specifications, including FHA manuals.
	(e) "Project" shall mean the following:
	(i) "Stock" shall have the meaning specified in the beginning paragraph of this Agreement.
	(g) "Subcontractor" shall have the meaning specified in the beginning paragraph of this Agreement and shall include Subcontractor's
	subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable,
	(h) "VA" shall mean the U.S. Department of Veterans Affaira.
	(i) "Work" shall include, without limitation, any and all of the work specified in Paragraph 3 below, and any and all change order work,
	extra work, work included on all Work Notification Forms, unbudgeted work, and other work directed by Stock to be performed by
	Subcontractor, including but not limited to the management, supervision, financing, labor, materials, tools, fuel, supplies, utilities,
	equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmentike
	manner the Work required by the Contract Documents.
	(1) "Work Notification Form" shall mean a written order issued by Streek to Subcontractor specifying certain Work to be performed; the
	term Work Notification Form shall include forms designated "Purchase Order", "Job Start Order", "Field Purchase Order", and other
	similar designations and containing certain information about commencing such Work and the payment for such Work.
2.	NON-EXCLUSIVITY: The purpose of this Agreement is to fix the obligations of Stock and Subcontractor as to the performance by
	Subcontractor of certain described Work. Subcontractor acknowledges that this Agreement is monexclusive and that Stock is free to
	contract with any other person or entity for the performance of work which is the same or similar to that described in this Agreement.
	Subcontractor is also free to enter into third party contracts with any other subcontractor, laborer and/or material man free to a materi

the Work to be provided hereunder. Subcontractor will ensure that such other work performed by third party subcontractors, laborers and materialmen does not interfere with Subcontractor's performance under the Contract Documents and all such other contracts shall not be deemed a direct contract between Stock and such third party subcontractors laborers, or materialmen. This Agreement shall not be

construed as obligating Stock to accept bids or issue Work Notification Forms to Subcontractor.

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3.	SCOPE OF WORK: The Work to be performed by Subcontractor shall be more specifically described in subsequently issued Work Notification Forms but is generally described as:				
	Montionion : ofting par is Performed account	STEED	SINDE	RODANC.	
					<u> </u>
	Cost Code Nor.				

As set forth above, in conjunction with this Agreement, Stock may issue Work Notification Forms from time to time, covering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Subcontractor's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Stock, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and or this Agreement and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form this Agreement, or any agreement between Stock and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided in the Plans and Specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

4. PRICING and PAYMENTS: Subcontractor has submitted to Stock a Bid/Proposal pursuant to Stock's "invitation to bid" for Work, receipt of which is acknowledged thereon by Stock, which Bid/Proposal is incorporated herein by reference. The Bid/Proposal may be modified by Subcontractor only by a subsequent written and dated amendment, as approved by and receipt of which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and absolute discretion. Upon acceptance and approval by Stock, such amended Bid/Proposal shall be attached hereto and incorporated herein by reference. The Bid/Proposal in effect at the time of the issuance or any Work Notification Form shall be applicable to all Work to be performed thereunder, without variation, unless otherwise approved in writing by Stock. Subcontractor acknowledges that its compensation is a fixed contractnal rate, subject to modification under the next clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor agrees that payment shall be made to the entity named in the beginning paragraph of this Agreement, and not to any individual person which provides Work pursuant to this Agreement.

Notwithstanding anything in this Agreement to the contrary, Subcontractor's right to any payment under this Agreement is expressly contingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Formhas been completed satisfactority; (2) If requested by Stock, the Subcontractor delivering to Stock a full and complete release of all liens and claims of Subcontractor and any and all of its subcontractors and suppliers of materials, labor, equipment, work, tools, services and other items furnished in connection with the Work, and (3) If requested by Stock, the Subcontractor delivering to Stock an affidavit (in a form satisfactory to Stock) that provides that so far as Subcontractor is able to assertain, no person or entity other than the persons or entities furnishing such waivers and releases, has a right to any such lien or claim for materials, labor, equipment, work, tools, services or other items furnished in connection with the Work.

Notwithstanding anything in this Agreement to the contrary, if requested by Stock, Subcontractor's failure to supply these lien waivers and releases will negate any request for payment until such time as the lien waivers and releases are provided. If any lien or claim remains outstanding after all payments are made, Subcontractor shall refund to Stock all monies that Stock may be compelled to pay in discharging or resolving such lien or claim. including, without limitation, attorney's fees and costs. If Subcontractor fails to make any such refund within fifteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in breach of this Agreement, and Stock may, in addition to any other right and remedy, withhold from any sums due or to become due Subcontractor under this or any other Agreement such amount as may be required, in Stock's sole discretion, to discharge or resolve any such lies or claim, and to reimburge Stock for the applicable fees and costs incurred by Stock. Subcontractor shall defend, indemnify and hold harmless Stock and Stock's purchaser from the operation and effect of any lien or encumbrance exising out of the performance of Subcontractor's work, and shall turn over the property subject to the Work, including any improvements thereon, to Stock free and clear of all such liens and encumbrances. If any such lien or encumbrance is claimed by any person or entity performing any portion or Subcontractor's work. Subcontractor shall, immediately upon verbal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the lien or encumbrance from the real property to the bond. If Subcontractor continues to receive payments from Stock, Subcontractor will hold these payments and the rights to future payments from Stock in trust for the benefit of, and to be first applied to payment of those subcontractors, laborers, equipment suppliers and material suppliers who have performed any portion of Subcontractor's Work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurred in

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the performance of Subcontractor's work are not being promptly paid, Stock may, upon giving written notice to Subcontractor, take any steps deemed necessary to ensure that any payments from Stock to Subcontractor shall be utilized to pay such obligations. Upon such written notice, Stock may require Subcontractor to supply satisfactory evidence that Subcontractor's obligations have been paid or to post a payment and performance bond for the protection of Stock, its purchaser, and those to whom Subcontractor has an obligation for payment. The failure of Subcontractor to provide either of these means of security shall entitle Stock to retain out of any payment due or become due to Subcontractor a reasonable amount to protect Stock from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by Subcontractor.

Acceptance of Work and payment therefore by Stock under this paragraph shall not be construed as a waiver by Stock for Work later found defective and shall not release the Subcontractor from liability under any warranty for defective Work or for any obligation to perform warranty service Work.

5. SUBCONTRACTOR REVIEW and INSPECTION: Subcontractor expressly agrees to read and familiarize itself completely with all Contract Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form, to independently verify all information furnished by Stock or contained in the Plans and Specifications and to Inspect the Job site before starting any Work under a Work Notification Form. Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any laws, ordinances, rules, regulations or orders of any public authorities observed or known to Subcontractor in the Work, Plans and Specifications or at the job site. All Plans and Specifications furnished to Subcontractor by Stock are the property of Stock and shall not be duplicated or used for any purpose other than the performance of the Work and must be returned to Stock at the completion of Subcontractor's Work. Subcontractor shall be solely responsible for all construction under this Agreement and any Work Notification Form, including the techniques, sequences, procedures and means, and for coordination of all Work.

Subcontractor has made an independent investigation of the site, and the soil conditions and has satisfied itself as to all of these conditions such that the Bid Proposal include payments for all Work which may be performed by Subcontractor to overcome any imanticipated, underground, or concealed conditions. Subcontractor waives any and all rights and claims for any changes to the Work Notification Form amount for any items or claims which Subcontractor could have become aware of prior to accepting the Work Notification Form and/or commencing Work thereunder had its examinations of the Project been conducted in a reasonable manner.

Subcontractor shall be responsible for inspecting any work of another contractor that may affect its own Work and shall report in writing to Stock any defects in such work upon discovery of the defect prior to commencing any portion of the Work, or it shall be deemed to have accepted such work as correct and fit to be accommodated into its own. If Subcontractor shall be delayed in the commencement, prosecution, or completion of the Work or shall be obstucted or hindered in the orderly progress of the Work by an act, failure to act, omission, neglect or default of Stock, any architect, another contractor or subcontractor, or any of their respective agents or employees, or by any cause beyond the control of Subcontractor, then the time fixed for completion of the Work may be extended in the sole discretion of Stock and only if Subcontractor notifies Stock in writing within forty-eight (48) hours of the discovery of the cause of such delay. Subcontractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrence for any cause whatsoever, including but not limited to, the aforesaid causes, and agrees that Subcontractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.

6. PROSECUTION OF WORK: Subcontractor shall cooperate with all other contractors engaged by Stock to the effect that their work shall not be impeded and shall give such other contractors access to the job site necessary to perform their contracts. Subcontractor shall perform the Work in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as Stock may direct so as to promote the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor, Subcontractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to Stock. Any materials that are to be furnished by Subcontractor hereinder shall be furnished in sufficient time to enable Subcontractor to perform and complete its Work with the time or times provided for herein or in any Work Notification Form. If, in the opinion of Stock, in its sole discretion, Subcontractor falls behind in furnishing the necessary labor and/or materials to meet the schedule established by Stock, then Subcontractor shall take such steps and actions as are deemed necessary by Stock to improve the rate of progress, including, but not limited to, increasing the labor force, number of shifts and/or work such overtime as may be required, at its own expense, to bring its part of the Work up to the schedule established by Stock. Subcontractor agrees to reimburso or pay Stock, or Stock may withhold payment otherwise due under this Agreement, for any and all damages that Stock may sustain as a result of such delays by Subcontractor. Time is of the essence in this Agreement.

Stock Initials A

Subcontractor shall perform all labor in a thorough and workmanlike manner, according to the highest standards of the trade.

Subcontractor warrents that all labor done and any materials furnished by Subcontractor will meet or exceed FHA minimum property standards. VA requirements, any applicable building code requirements and all Stock requirements. Should a dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished hereunder, which concerns the parties hereto only, or which concerns Subcontractor and any other contractor(s), subcontractor(s) or supplier(s), the dispute shall be decided by Stock, whose decision thereon shall be final and conclusive. In any event, and in spite of any dispute, claim, or controversy arising out of this Agreement, Subcontractor shall proceed diligently with the Work; pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy.

- 7. MATERIALS and EQUIPMENT: Subcontractor shall secure and maintain material ordered by Subcontractor until completion of the Work and satisfaction acceptance by Stock. Subcontractor shall be responsible for the receipt, delivery, unloading, holding storage, warehousing, protection, incurance and all other risks of loss relating to any materials or equipment Subcontractor is to familia, install, provide, or have provided to it under this Agreement. Subcontractor shall keep adequate supply of materials on hand at all times, as required to meet production schedules. Subcontractor shall be responsible for the security of all materials on the jobsite. Further, if the Work requires the installation of materials furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided, and to thereupon handle, store, and install the items with such skill and care to examine a satisfactory and proper installation. Loss or damage to the materials due to sots of negligence by the Subcontractor shall be deducted from any amounts due or to become due to the Subcontractor.
- 8. SUBCONTRACTOR REPRESENTATIONS: Subcontractor represents and warrants that it is fully qualified in all respects to perform the Work and shall at all times maintain strict discipline among its employees. Subcontractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Subcontractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Subcontractor narrees not to employ any person unfit or without sufficient skill to perform the job for which Subcontractor was retained for the Project. Subcontractor agrees that Stock shall not provide training of any kind. Accordingly, it is the sole responsibility and expense of Subcontractor to provide training for the Subcontractor or its employees, agents, or subcontractors.

Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Subcontractor shall comply with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract Documents.

Subcontractor shall at all times remain an independent contractor, solely responsible for the Work, methods, techniques, procedures and supervision and coordinating all portions of the Work to be performed under this Agreement and Field Guidelines. No provision hereof shall be construed to make Subcontractor Stock's agent. All person employed by Subcontractor, or Subcontractor's sub-contractors to perform services in connection with this Agreement aball be under the exclusive control and direction of Subcontractor or Subcontractor's subcontractors, it being the intention of the parties that Subcontractor and its subcontractors shall be and remain an independent contractor. Stock shall not exert actual control, nor possess the right to control, the actions of the employees of Subcontractor or Subcontractor's subcontractors in performing duties under this Agreement.

Subcontractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Subcontractor or any one for whom Subcontractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Stock or Stock's separate contractors, Subcontractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts the Subcontractor.

Subcontractor shall not load not permit any part of any structure or property to be loaded in any manner that will endanger that structure or property, nor shall Subcontractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

9. LICENSES and PERMITS: Subcontractor shall, at Subcontractor's sole expense, hold and maintain all required licenses, obtain all required permits and shall comply with all laws and ordinances and the rules, regulations, and orders of all public authorities relating to the performance of the Work. In the event of termination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, permits, contracts, subcontracts, and purchase orders relating to the Work. Subcontractor agrees that Stock is not responsible for providing any tools or benefits for the Subcontractor or its employees, agents, or subcontractors.

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10. REGULATORY COMPLIANCE and HAZARDOUS SUBSTANCES: The Occupational Safety and Health Act of 1970, as amended (OSHA) has established regulations entitled OSHA Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets (MSDS) giving information on proper handling and precautionary measures in using the materials. Many substances commonly used in residential construction fit the description of hazardous materials established by OSHA. Subcontractor shall comply with all OSHA regulations pertaining to the work and any materials used in the work. Subcontractor shall have sole and exclusive responsibility for training its employees, subcontractors and suppliers in the proper handling of hazardous materials and any precautionary measures required. Subcontractor shall supply all protective clothing and devices occessary to protect its employees, subcontractors and suppliers from hazardous materials while on the site. Subcontractor shall obtain all MSDS's pertaining to any hazardous material osed or created in the process of performing the work, and shall distribute copies of such MSDS's mechanism and to all other contractors, subcontractors, and suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors or suppliers performing work on the site. Subcontractor shall also materials used or created by such contractors, subcontractors or suppliers, and shall retain copies of such MSDS's and provide them to Subcontractor's employees, subcontractors, subcontractors and suppliers as required by the OSHA regulations. In other words, Subcontractor must exchange MSDS's with all other contractors, subcontractors and suppliers, and implement a training program for its employees.

Subcontractor acknowledges and understands that the Project may be subject to the requirements of the National Pollutant Discharge Elimination System, as amended (NPDES) and Clean Water Act, as amended (CWA). Subcontractor is fully aware of the NPDES and CWA and shall not in any way interfere, damage or in any way negatively impact the structures and for procedures in place or to be implemented at the Project pertaining to NPDES and CWA. Subcontractor shall be responsible for any loss, damage, fine and penalty incurred by Stock or its affiliates due to acts of negligence by the Subcontractor and such costs and expenses shall be deducted from any amounts due or to become due to the Subcontractor. Further, Subcontractor shall indemnify Stock for any and all costs, fines, penalties and expenses incurred by Stock as a result of violations of NPDES and CWA caused by Subcontractor.

- 11. EMERGENCIES: In the event of an emergency affecting the safety or protection of persons or the Work or property at the job site or adjacent thereto, Subcontractor, without special instruction or authorization from Stock is obligated to set to prevent threatened damage, injury or loss. Subcontractor shall give Stock written notice within twenty-four (24) hours after the occurrence of the emergency, if Subcontractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Stock determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Subcontractor fails to provide the twenty-four (24) hour written notice noted above, the Subcontractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment Pricing or an extension to the term of this Agreement.
- 12. ASSUMPTION OF LIABILITY: Subcontractor egrees to, and hereby does, assume full responsibility for any and all acts, negligence or omissions of Subcontractor's employees, laborers, agents, materialmen, and subcontractors and any and all employees and agents of the aforementioned, and any and all other persons doing work under an oral or written order or contract with Subcontractor.
- 13. <u>PIDEMNIFICATION. HOLD HARMLESS & DEFENSE</u>: The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, at Subcontractor's sole expense, Subcontractor shall indemnify, defend and hold harmless both Stock and the Owner (if different from Stock) and their affiliated companies, parents, subsidiaries, partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns (collectively referred to as 'Indemnified Party, les') of, from, and against any and all claims concerning, pertaining to related to arising out of and/or connected with the Work and Contract Documents, including but not limited to demands, suits, liabilities, causes of action, damages, claims for bodily injury, death or damage to property, judgments, contractual liabilities, including costs and expenses associated thereto which include but is not limited investigative and repair costs, attorneys' free and costs, consultants' fees and costs, and other expenses, any of which arise out of, relate to, result from, are occasioned by, contributed to by, connected with and/or are in any way caused, in whole or in part, by the acts of, omissions, failures and/or performance by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, as to any of the following (collectively referred to as "Claims"):
 - (a) Work as required by the Contract Documents and under this Agreement;
 - (b) construction or others services as required by the Contract Documents and under this Agreement;
 - (c) materials furnished as required by the Contract Documents and under this Agreement;
 - (d) violations or alleged violations of Occupational Sufety and Health Act of 1970, as amended, or to regulations promulgated thereunder, and/or to violations or alleged violations similar state laws and regulations;

(e)injuries of/to and or destruction of tangible property, including the loss of use or economic loss resulting therefrom; (f)defectively performed and/or alleged defectively performed Work by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or enyone for whose acts any of them may be liable;

(g)breach of this Agreement, and/or.

(h)acts or omissions which include negligent or willful misconduct of Subcontractor and or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, whether active or passive.

In Whole or in Part: Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties, shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this Paragraph 13.

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by my of the Indemnified Parties, whether active or passive.

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by the concurrent act(s), omission(s) by end/or negligence of any of the Indemnified Parties, whether active or passive, provided however, said Indemnified Party shall not be indemnified for its own sole negligence or willful misconduct.

Limitations on Obligations & Florida Statutes. Section 725.06: With regard to any and all Claims, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Exhibit "A", or benefits payable by/for Subcontractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing, Subcontractor's obligation to indensify, defend and hold harmless the Inderenified Parties shall be limited to the greater of

(a)A maximum of \$5,000,000.00; or

(b) the amount of this Agreement sum; or .

(c)the maximum amount of insurance coverage limits available to the Subcontractor under my and all policies of insurance and applicable to any Claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Plorida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06; including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or providen of this Paragraph 13 is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and effect.

Duty to Defend: Subcontractor's duty to defend under this Parsgraph 13 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Stock and or any Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any person or entity with written notice of such Claim being provided to Subcontractor.

Survival Provision: Subcontractor's obligation to indemnify, defend and hold harmless will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Indemnified Partyles for any and all matters indemnified is fully and finally barred by the applicable statute of limitations.

Waiver of Subrogation: Subcontractor waives any rights of subrogation against Stock and shall require any of Subcontractor's subcontractors, laborors, materialmen, agents, or employees, and anyone for whose acts any of them may be liable to waive their subrogation rights against Stock.

Secure Performance: At its sole discretion, Stock may withhold, from time to time, from any monies otherwise due Subcontractor hereunder or under any other contract or agreements, a sum of money, which, in the sole judgment of Stock, shall be sufficient to secure the performance of Subcontractor's obligations under this Paragraph 13.

Notice: Stock shall provide written notice of any Claims within sixty (60) days after Stock becomes reasonably aware that Subcontractor may be liable for any such Claims,

14. SUBCONTRACTOR WARRANTIES: Subcontractor represents and warrants to Stock that all equipment and materials provided by Subcontractor and incorporated in the Work will be new, unless otherwise specified in the Plans and Specifications, and together with the Subcontractor's Work shall be of good quality, free of defects and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment, materials and Work not so in conformity shall be defective. Subcontractor specifically agrees that it is responsible for the protection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said final completion. Inspection by Stock shall not relieve Subcontractor of its obligations herein. SUBCONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY

Stock Initials Subcontractor Initials:

Page 6 of 12 Rev 01/07/2011 SUBCONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS TITLE OF THE SUBJECT OF THE WORK, (HOUSE OR CONDOMINIUM UNIT) TO A FURCHASER OF THE HOUSE OR CONDOMINIUM UNIT, AND CONTINUING FROM SUCH DATE UNTIL THE LAST OF THE FOLLOWING TO OCCUR: (1) ONE YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTEN WARRANTY GIVEN BY STOCK TO SUCH PURCHASER OR (3) THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATUTORY WARRANTIES OF SUCH PURCHASER, OR SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY, IF ANY. SUBCONTRACTOR AGREES TO MAKE, AT SUBCONTRACTOR'S SOLE EXPENSE, ALL REPAIRS AND CORRECT SUCH DEFECTS IN ORDER TO MEET ANY OF SUBCONTRACTOR'S WARRANTY OBLIGATIONS WITHIN EIGHT (8) HOURS OF NOTICE (ORAL OR WRITTEN) OF SUCH DEFECT IN AN EMERGENCY (DETERMINED BY STOCK IN ITS SOLE DISCRETION) AND WITHIN FORTY-EIGHT (48) HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition, Subcontractor shall transfer any and all applicable manufacturer's warranties, together with all service and operating manuals for meetials furnished by It under this Agreement, to Stock when the Work is completed or this Agreement is terminated, whichever Occurs first. The warranty contained in this paragraph 14 is in addition to any other special warranties required by contract or law, and such warranty does not negative or abridge Stock's right to assert claims for latent or patent defects in accordance with applicable law.

The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty or guarantee periods established in the Contract Documents without cost to the Owner or the Contractor. If no guarantee of warranty is required of the Contractor in the Contract.

Documents, then the Subcontractor shall guarantee or warranty the Subcontractor Work for the period of one [1] year from the date(s) of conveyance to the end user.

The Subcontractor further egrees to execute any special guarantees or warranties that shall be required for the Subcontractor's Work prior to final payment.

All guarantees and warranties must be submitted to the Contractor in a form acceptable to the Contractor prior to and as a condition for final payment.

Subcontractor expressly agrees that all warranties made by it in this Agreement shall survive the termination or expiration of this Agreement for any reason prior to the expiration of the full warranty period.

- 15. RUBBISH and DEHRIS: Subcontractor agrees to keep the job site and adjoining property free of waste material and nubbish caused by its Work or that of its subcontractors and to remove all wists materials and subbish on completion or termination of its Work to gether with all tools, equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subcontractor shall conduct general clean-up operations, including, but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walks, where applicable. Any personal property left by Subcontractor on or around job site for thirty (30) days following completion of the Work, excluding any Work performed pursuant to warranty service obligations, will become the property of Stock.
- 16. ASSIGNMENT: Subcontractor shall not assign this Agreement or any payments due or to become due hereunder without the prior written consent of Stock, which consent may be withheld in the sole discretion of Stock. Payments to Subcontractor will be made in accordance with Stock's current published payment procedures, as the same may be smended from time to time. Payment to Subcontractor of all or any protion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or in any way waive or affect Stock's claims or rights against Subcontractor.
- 17. CHANCIES: Stock reserves the right to make changes in the Work in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performance. All changes will be authorized by a new written Work Notification Form which will include conforming changes in my Bid Proposal, payment achedule and/or time for performance.
- 18. INSURANCE REQUIREMENTS: Subcontractor shall procure and maintain insurance policies in the form and amounts as set forth on Exhibit "A", attached hereto and incorporated herein by reference. All coverage shall be placed with an insurance carriers duly admitted in the State of Florida and shall be reasonably acceptable to Stock. All insurance carriers must maintain an A.M. Best rating of "A-VIII" or better. Certified copies of all insurance policies must be made available and provided to Stock within ten (10) days of Stock's request. The word "Claims" used in this Paragraph 18 has been defined in Paragraph 13 above.

Endorsements in Insurence Policies: In addition to Exhibit "A", the Subcontractor shall carry and maintain commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing coverage equal to or greater than said form). All policies of liability insurance shall contain an Additional insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing coverage equal to)

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or greater than said form which would at a minimum additional insured status with respect srising out of Subcontractor's Work pursuant to the Contract Documents and which provides coverage both during the products completed operations hazard period.) Such insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal and advertising injury, bodily injury, property damage, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability, excess or umbrella coverage forms which contains any of the following:

- (a) Limitations or Modification of Contractual Liability Languages
- (b) Limitations or exclusions for Damago to Work Performed by Sub Contractors:
- (c) Limitations or Exclusions for Residential Work
- (d) Limitations or Exclusions for Multi-Unit Dwellings
- : (e) Limitations or Exclusions related to explosion, collepse, underground property damage;
- (f) Pollution Exclusions; or
- (g) work performed by subcontractors,

Additional Insured: Stock shall be named as an additional insured, loss payee and certificate holder on each of the policies as outlined in Exhibit "A". Coverage under all policies shall be afforded to the additional insureds whether or not any Claims are actually in litigation.

Stock shall remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project that is the subject of this Agreement and the Contract Documents regardless of the date when the Subcontractor. Subcontractor's subcontractors, laborers, materialmen, agents, employees, and or anyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, and/or regardless of the dates any certificates of occupancy are issued. Subcontractor's obligation to have Stock remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project will survive the expiration or earlier termination of this Agreement until any and all Claims are fully and finally barred by the greater of any and all applicable statute of limitation or statute of repose.

Priority of Insurance Coverage: It is the intent of the parties that all available and applicable insurance coverage of the Subcontractor, whether primary or excess or umbrella policies, be primary coverage for any and all Claims concerning, penaining to related to arising out of and/or connected with the Work and Contract Documents, regardless of who makes said Claims. Purther, the parties intend that Stock's insurance policies be excess over any and all available and applicable insurance policies of Subcontractor for the purposes of indemnity and defense of Stock.

Certificates of Insurance: Prior to commencing any Work under this Agreement, Subcontractor shall submit to Stock copies of policies or Certificate of Insurance that confirm appropriate insurance coverage.

Each Certificate of Insurance shall provide that the insurer must give Stock at least ninety (90) days prior written notice of non-renewal or material change in coverage and termination of the coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply Stock with a new and replacement Certificate of Insurance and additional insured endorsements as proof of renewal replacement policies of insurance.

Subcontractor's Notice to Insurance Carriers and Agents: Prior to commencing any Work under this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" and all amendments to each of its insurance agents and insurance earriers. Within ten (10) days after execution by the parties of any future amendments, modifications, additions, deletions, changes or addendums to this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A", as amended, to each of its insurance agents and insurance carriers.

Subcontractor's Subcontractors: Subcontractor acknowledges it shall not subcontract any part of this Agreement without supplying Stock proof that all Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and enyone for whose acts any of them may be liable, obtains and maintains appropriate insurance coverage as detailed in Exhibit "A". It shall be Subcontractor's sole responsibility to ensure that Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, fully complies with this Paragraph 18 and Exhibit "A", and future amendments thereto.

Additionally, and prior to commencement of the Work, the Subcontractor shall provide Stock with a Certificate of Insurance showing insurance coverage, in compliance with Exhibit "A" each and every Subcontractor's subcontractors, laborers, materialmen, agents, and/or employees, and anyone for whose acts any of them may be liable. Coverage shall be no less than the limits as described in Exhibit "A". In the event any of these policies are terminated, for any reason, the Subcontractor shall provide Stock copies of Certificates of Insurance showing replacement coverage in compliance with Exhibit "A".

Waiver of Subrogation from Insurers: Subcontractor shall obtain from each of its insurers, a waiver of subrogation as to each of its insurance policies, in favor of Stock with respect to any Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents.

Breech: Failure of Subcontractor to maintain complete and appropriate insurance is a material breach. In this event, in addition to the all other remedy provisions in this Agreement, Stock can elect to terminate this Agreement or to provide insurance at Subcontractor's sole expense; in neither case, however, shall Subcontractor's liability be lessened.

- 19. COMPLETION: Immediately upon the performance of any part of the Work, as between Subcontractor and Stock, title thereto shall vest in Stock to the extent permitted by law; provided, however, the vesting of such title shall not impose any obligations on Stock or relieve Subcontractor of any of its obligations hereunder. Upon completion of the Work described in any Work Notification Form, Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is not in breach of this Agreement, and provided that Subcontractor is otherwise entitled to payment under this Agreement, upon notification to Stock, Stock shall pay Subcontractor for the Work described in the Work Notification Form in accordance with the Work Notification Form and the Bid/Proposal within sixty (60) days following Stock's receipt of a request for payment from Subcontractor. Subcontractor hereby agrees that if Subcontractor fails to request from Stock any sum, including, but not limited to, wages or contract sums due under this Agreement or any Work Notification Form, within ninety (90) days from the date they became due, said sums to Subcontractor and Subcontractor shall have no claim thereto.
- 20. WAIVER: TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS' OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.
- 21. TAXES-CHARGES: Subcontractor shall pay all taxes, contributions and/or premiums payable on its employees or on its operations under workers' compensation laws, unemployment compensation laws, the Federal: Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes, contributions and/or premiums which are payable by the employees and the Subcontractor shall indemnify, defend and hold Stock harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with these requirements. Subcontractor shall comply with all rules and regulations at any time applicable hereto and shall, on demand, substantiate to Stock's reasonable satisfaction that all taxes and charges are being properly paid SUBCONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL EMPLOYEES OF SUBCONTRACTOR.
- 22. <u>DEFECTIVE WORK</u>: Should Stock notify Subcontractor (orally or in writing) that any part of the Work is incorrect and does not conform to the terms of the Contract Documents, Subcontractor shall immediately being to correct such defective work and shall complete such corrected work within furty-eight (48) hours unless Stock shall agree to a longer period. If Subcontractor refuses to perform any corrective work, Subcontractor shall wrive the above described forty-eight (48) hour period and such refusal or fallure to perform the corrective work shall be deemed a default by Subcontractor hereunder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the disturbance of work completed by other contractors.
- 23. BREACH: SUBCONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT IF:
 - (a) Subcontractor's Work is defective and not remedled as provided herein; or
 - (b) Subcontractor does not make prompt and proper payments to its employees, agents and or subcontractors; or
 - (o) Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to it; or
 - (d) Another contractor is damaged by an act for which Subcontractor is responsible; or

- (e) Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hours period; or;
- (f) Subcontractor fails to perform warranty service under this Agreement or any other prior or contemporaneous Subcontractor Agreement with Stocks or
- (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's (or Subcontractor's subcontractors or agents) violation of any law, ordinance, regulation, administrative ruling and/or court order, or
- (h) Subcontractor becomes insolvent or any petition for bankruptcy is filed with respect to Subcontractor; or
- (i) Subcontractor falls or neglects to prosecute the Work diligently and promptly, whether due to inadequate or incompetent supervision, insufficient skilled workers, tack of material or equipment, improper quantity or quality, or for any other reason not described herein;
- (j) Subcontractor fails to comply with any terms of this Agreement or any Work Notification Form Issued under this Agreement.
- 24. <u>REMEDIES</u>: IF SUBCONTRACTOR IS IN BREACH OF THIS AGREEMENT, IN ADDITION TO ANY AND ALL OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW, STOCK, IN ITS SOLE DISCRETION, MAY DO ANY OR ALL OF THE FOLLOWING:
 - (A) IMMEDIATELY TERMINATE THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR WRITTEN AGREEMENT WITH SUBCONTRACTOR OR OTHER SUBCONTRACTOR BASE AGREEMENT BETWEEN SUBCONTRACTOR AND STOCK AND DISMISS SUBCONTRACTOR FROM THE JOB SITE BY PROVIDING SUBCONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION;
 - (B) ENGAGE OR EMPLOY OTHER CONTRACTORS TO REMEDY SUBCONTRACTOR'S DEFECTIVE WORK, TO COMPLETE ANY PORTION OF THE WORK NOT COMPLETED BY SUBCONTRACTOR, PERFORM SUBCONTRACTOR'S WARRANTY SERVICE OBLIGATIONS OR OTHERWISE CURE SUBCONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND EXPENSE;
 - (C) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE HUNDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUB OR BECOME DUE TO SUBCONTRACTOR, WHETHER UNDER THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAGEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B) ABOVE OR OTHERWISE RELATING TO SUBCONTRACTOR'S BREACH, INCLUDING, BUT NOT LIMITED TO, STOCK'S OVERHEAD AND PROFIT; AND/OR
 - (D) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE (1) YEAR AN AMOUNT, WHICH AMOUNT SHALL NOT EXCEED FIVE PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORK, TO INSURE SUBCONTRACTOR'S PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS, STOCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS.
- 25. TERMINATION: This Agreement may also be terminated and Subcontractor dismlased from the job site by Stock at any time in its sole discretion, with or without cause, by providing Subcontractor with notice (written or oral, in the sole determination of Stock) of such termination, and such termination shall be effective as of the time and date stated in such notice. In the event of termination of the Agreement pursuant to this paragraph 25 without cause, Stock shall pay Subcontractor within sixty (60) days after the effective date of such termination, all sums due and owing Subcontractor for all labor incurred and all materials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor scknowledges and agrees that if Subcontractor is terminated pursuant to this paragraph 25 with cause, Subcontractor shall have no claim against Stock for any additional sums, including, without limitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or sums whetherear. The termination payment described herein, if applicable, it Subcontractor's sole remedy and in no event shall Subcontractor have any claim for consequential damages. Further, in the event of termination, Subcontractor will turn over all equipment and materials ordered, purchased for and delivered to the Project, and Stock will pay the Subcontractor any amounts due based on the percentage of completion of Subcontractor's Work that is incompliance with this Agreement and the Pricing, actually accomplished and equipment and materials supplied to the Project; excluding any payment for unearned profit and overhead. Subcontractor will facilitate transfer of Work to Stock by assigning its rights under subcontracts and purchase orders.

- 26. ENTIRE AGREPMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are no other agreements, oral or written, by and between the parties hereto, except as to Subcontractor's warmanties under any prior or contemporaneous Subcontractor Agreements with Stock, which warranties are incorporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subcontractor is that of an independent contractor.
- 27. HEADINGS: The paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
- 28. NOTICES: Unless otherwise set forth herein, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be (a) delivered by hand, (b) send by Federal Express. Express Mail or other overnight counter service, cent to the address on the first page hereof or such other address for notice as the parties shall last have farmished in writing to the person giving the notice or (c) sent by facsimile transmission with a copy delivered pursuant to (a) or (b) above. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by facsimile transmission as of the date and time of transmission, and (llf) if sent by Federal Express Mail or other reputable overnight courier service, upon the earlier of the date of receipt or one (1) business day after posting thereof. If a notice is mailed in the manner provided above, it is duly given, whether or not the addressee received it.
- 29. INVALIDITY: If my provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. DISPUTE: If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by Stock pursuant to the self-help remedies of paragraph 24, and the parties cannot resolve the matter between themselves within aixty (60) days after Stock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitration) may be entered in any court having jurisdiction thereof. Should a dispute arise between Stock and a buyer of a residence regarding materials supplied or work performed by Subcontractor, Subcontractor agrees to participate in, and be bound by, arbitration proceedings between Stock and the buyer.
- 31. <u>JURISDICTION and PRESUMPTION</u>: This Agreement shall be governed by and construed under the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the perty who itself or through its agents prepared the same, or being agreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full opportunity to consult legal coursel of its choice prior to the execution of this Agreement.
- 32. WAIVER: Except as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto. No waiver by either party of any failure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. COUNTERPARTS and FACSIMILEPDF SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Signatures given via facsimile or scan PDF transmission and shall be deemed given as of the date and time of transmission to the other party and shall be deemed original.
- 34. PERSONS BOUND: The provisions of this Agreement shall inure to the benefit of, and shall bind, the heirs, executers, administrators, successors and assigns of the respective parties. No person shall be deemed to be a third party beneficiary of this Agreement or any portion thereof. Subcontractor may not assign this Agreement without Stock's prior written consent which consent Stock may withhold in its sole

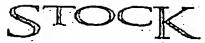
and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor five (5) days written notice thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STOCK CONSTRUCTION LLC, a Florida kinited liability controlly By: Print Name: Section Control Title: Florida Stock	SUBCONTRACTOR: CILP Western Reading Silved Metail. Inc. (Subcontractor Entily Name) By: Print Name: Isson & Lamb, Jr. Title: Western

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EXHIBIT 5	



2647 Professional Circle • Suite 1201 • Neples, FL 34119

Subcontractor Base Agreement

NAME	or Subcommactor. Hansen Screen Enclosures, Inc.
OWNE	SILIP: **CORPORATION PARTNERSHIP PROPRIETORSHIP LIMITI-D LIAHILITY COMPANY. S) OF PRINCIPAL OFFICERS, PARTNERS OF OWNERS:
SILBCO	NTRACTOR'S EIN OR SOCIAL SECURITY NO:
ואופוזת	SSADDRESS: 11840 Metro Parkway Ste. A. Fort Myers, Florida
Pasiti	advisition and a second
PHONE	239-278-3211 FAX 239-267-1996 EMAIL tthompson@ hanscreen.co
Constru	GREEMENT ["Agreement") made and entered into this 10th day of January
nama	en Screen Enclosures, Inc.
I,	As used herein the following terms shell have the meanings specified unless the context otherwise requires. (a) "Bid/Proposal" shall have the meaning specified in Paragraph 4. (b) "Control Documents" shall mean this Agreement, together with any end all Subcontractor Safety & Health Standards (Field Guidelines), Work Notification Forms, Bid/Proposals, and Plans and Specifications issued or utilized in connection with Work performed by Subcontractor. (c) "FHA" shall mean the Federal Housing Administration. (d) "Plans and Specifications" shall mean approved foundation plans, frame plans, floor plans, elevation plans, blueprints, construction sheet details, and other specifications, including FHA manuals. (e) "Project" shall mean the following:
	(f) "Stock" shall have the meaning specified in the beginning paragraph of this Agreement. (g) "Subcontractor" shall have the treaning specified in the beginning paragraph of this Agreement and shall include Subcontractor's subcontractors, laborers, meterialmen, agents, or employers, and enjoure for whose acts any of them may be liable. (h) "VA" shall mean the U.S. Department of Veterans Affairs. (i) "Work" shall include, without limitation, any and all of the work specified in Paragraph 3 below, and any and all change order work, extra work, work included an all Work Notification Forms, unbudgeted work, and other work directed by Stock to be performed by Subcontractor; including but not limited to the management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents. (i) "Work Notification Form" shall mean a written order issued by Stock to Subcontractor specifying certain Work to be performed, the term Work Notification Form" shall mean a written order issued by Stock to Subcontractor specifying certain Work to be performed; the term Work Notification Form shall include forms designated "Purchase Order", "Job Start Order", "Field Purchase Order", and other similar designations and containing certain information about commencing such Work and the payment for such Work.
2.	NON-EXCLUSIVITY: The purpose of this Agreement is to fix the obligations of Stock and Subcontractor as to the performance by Subcontractor of certain described Work. Subcontractor acknowledges that this Agreement is nonexclusive and that Stock is free to contract with any other person or entity for the performance of work which is the same or similar to that described in this Agreement. Subcontractor is also free to enter into third party contracts with any other subcontractor, laborer and/or materialmen for the provision of the Work to be provided hereunder. Subcontractor will ensure that such other work performed by third party subcontractors, laborers and materialmen does not interfere with Subcontractor's performance under the Contract Documents and all such other contracts shall not be deemed a direct contract between Stock and such third party subcontractors laborers, or materialmen. This Agreement shall not be construed at obligating Stock to accept bids or issue Work Notification Forms to Subcontractor.

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Notification Forms but is generally	described as: WELDED ZAIL + 50	ecifically described in subsequently issued Work REFUS T FACCASURES
Cost Circle Nue		

As set forth ahme, in conjunction with this Agreement. Stock may issue Work Notification Forms from time to time, envering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any. Work at a specific job location. In the event Subcontractor's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Sinck, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and/or this Agreement and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Stock and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided in the Plans and Specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, damage and expense incurred as a result of such substitutions, whether or nut Subcontractor has obtained approval thereof.

4. PRICING and PAYMENTS: Subcontractor has submitted to Stock a Bid/Proposal pursuant to Stock's "invitation to hid" for Work, receipt of which is acknowledged thereon by Stock, which Bid/Proposal is incorporated herein by reference. The Bid/Proposal may be modified by Subcinstractor only by a subsequent written and dated amendment; as approved by and receipt of which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and absolute discretion. Upon acceptance and approval by Stock, such amended Bid/Proposal shall be attached herein and incorporated herein by reference. The Bid/Proposal in effect at the time of the issuance or my Work Nutification furm shall be applicable to all Work to be performed thereunder, without variation, unless otherwise approved in writing by Stock. Subcontractor acknowledges that its compensation is a fixed contractor attention, under the next clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor agrees that payment shall be made to the entity named in the beginning paragraph of this Agreement, and not to any individual person which provides Work pursuant to this Agreement.

Notwithstanding anything in this Agreement to the contrary. Subcontractor's right to any payment under this Agreement is expressly contingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Form has been completed satisfactorily: (2) If requested by Stock, the Subcontractor delivering to Stock a full and complete release of all liens and claims of Subcuntractor and any and all of its subcontractors and suppliers of materials, labor, equipment, work, tools, services and other items furnished in connection with the Work, and (3) If requested by Stock, the Subcontractor delivering to Stock an affidavit (in a form satisfactory to Stock) that provides that so far as Subcontractor is able to ascertain, no person or entity other than the persons or entities furnishing such waivers and releases, has a right to any such lien or claim for materials, labor, equipment, work, tools, services or other items furnished in connection with the Work,

Notwithstanding anything in this Agreement to the contrary, if requested by Stock, Subcontractor's fallure to supply these lien waivers and releases will negate any request for payment until such time as the lien waivers and releases are provided. If any lien or claim remains outstanding after all payments are mode. Subcontractor shall refund to Stock all monies that Stock may be compelled to pay in discharging or resolving such lien or claim, including, without limitation, altomey's fees and costs. If Subcontractor fails to make any such refund within fifteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in breach of this Agreement, and Stock may, in addition to any other right and remedy, withhold from any sums due or to become due Subcontractor under this or any other Agreement such amount as may be required; in Stock's sole discretion, to discharge or resolve any such lien or claim, and to reimburse Stock for the applicable fees and costs incurred by Stock. Subcontractor shall defend, indemnify and hold harmless Stock and Stock's purchaser from . the operation and effect of any lien or encumbrance arising out of the performance of Subcontractor's work, and shall turn over the property subject to the Work, including any improvements thereon, to Stock free and clear of all such liens and encumbrances. If any such lien or encumbrance is claimed by any person or entity performing any portion or Subcontractor's work, Subcontractor shall, immediately upon verbal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the Ilen or encumbrance from the real property to the bond. If Subcontractor continues to receive payments from Stock, Subcontractor will hold these payments and the rights to future payments from Stock in trust for the benefit of, and to be first applied to payment of those subcontractors, laborers, equipment suppliers and material suppliers who have performed any portion of Subcontractor's work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurred in

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the performance of Subenntractor's work are not being promptly paid. Stock may, upon giving written notice to Subenntractor take any steps deemed necessary to ensure that any payments from Stock to Subcontractor shall be utilized to pay such ubligations. Upon such written notice. Stock may require Subcontractor to supply suitsfactory evidence that Subcontractor's obligations have been paid or to past a payment and performance bound for the protection of Stock, its purchaser, and those to whom Subcontractor has an obligation for payment. The failure of Subcontractor to provide either of these means of security shall entitle Stock to retain out of any payment due or become due to Subcontractor a reasonable amount to protect Stock from any and all loss, damage or expense including attorney's fees utising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by Subcontractor.

Acceptance of Work and payment therefore by Stock under this paragraph shall not be ennstrued as a waiver by Stock for Work later found defective and shall not release the Subcontractor from liability under any warranty for defective Work or for any obligation to perform warranty service Work.

5. SUBCONTRACTOR REVIEW and INSPECTION: Subcontractur expressly agrees to read and familiarize itself completely with all Contract Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form, to independently verify all information furnished by Stock or contained in the Plans and Specifications and to inspect the job site before starting any Work under a Work Notification Form. Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any laws, ordinances, rules, regulations or rarders of any public authorities observed or known to Subcontractor in the Work. Plans and Specifications or at the job site. All Plans and Specifications furnished to Subcontractor by Stock are the property of Stock and shall not be duplicated or used for any purpose other than the performance of the Work and must be returned to Stock at the completion of Subcontractor's Work. Subcontractor shall be solely responsible for all construction under this Agreement and any Work Notification Form, including the techniques, sequences, procedures and means, and for coordination of all Work.

Subcontractor has made an independent investigation of the site, and the soil conditions and has satisfied itself as to all of these conditions such that the Bid/Proposal include payments for all Work which may be performed by Subcontractor to overcume any unanticipated, underground, or concealed conditions. Subcontractor waives any and all rights and claims for any changes to the Work Nutification Form amount for any items or claims which Subcontractor could have become aware of print to accepting the Work Nutification Form and/or commencing Work thereunder had its examinations of the Project been conducted in a reasonable manner.

Subcontractor shall be responsible for inspecting any work of another contractor that may affect its own Work and shall report in writing to Stock any defects in such work upon discovery of the defect print to commencing any portion of the Work, ut it shall be deemed to have accepted such work as currect and fit to be accommodated into its own. If Subcontractor shall be delayed in the commencement, prosecution, or completion of the Work or shall be obstructed or hindered in the orderly progress of the Work by an act, failure to act, omission, neglect or default of Stock, any architect, another contractor or subcuntractor, or any of their respective agents or employees, or by any cause beyond the control of Subcuntractor, then the time fixed for completion of the Work may be extended in the sole discretion of Stock and only if Subcontractor notifies Stock in writing within forty-eight (4B) hours of the discovery of the cause of such delay. Subcontractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsuever, including but not limited to, the aforesaid causes, and agrees that Subcontractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.

6. PROSECUTION OF WORK: Subcontractor shall cooperate with all other contractors engaged by Stock to the effect that their work shall not be impeded and shall give such other contractors access to the job site necessary to perform their contracts. Subcontractor shall perform the Work in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as Stock may direct so as to promote the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor. Subcontractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to Stock. Any materials that are to be furnished by Subcontractor hereunder shall be furnished in sufficient time to enable Subcontractor to perform and complete its Work with the time or times provided for herein or in any Work Notification Form. If, in the opinion of Stock, in its sole discretion, Subcontractor falls behind in furnishing the necessary labor and/or materials to meet the schedule established by Stock, then Subcontractor shall take such steps and actions as are decined necessary by Stock to improve the rate of progress, including, but nut limited to, increasing the labor force, number of shifts and/or work such overtime os may be required, at its own expense, to bring its part of the Work up to the schedule established by Stock. Subcontractor agrees to relimburse or pay Stock to may withhold payment otherwise due under this Agreement, for any and all damages that Stock may sustain as a result of such delays by Subcontractor. Time is of the essence in this Agreement.

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Subcontractor shall perform all labor in a thorough and workmanlike manner, according to the highest standards of the trade.

Subcontractor warrants that all labor done and any materials furnished by Subcontractor will meet or exceed FIIA infinitum property standards. VA requirements, any applicable building code requirements and all Stock requirements. Should a dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished hereunder, which concerns the parties hereto only, or which enneems Subcontractors and any other contractor(s), subcontractor(s) or supplier(s), the dispute shall be decided by Stock, whose decision thereon shall be tinal and conclusive. In any event, and in spite of any dispute, claim, or controversy arising out of this. Agreement, Subcontractor shall proceed diligently with the Work, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy.

- 7. MATERIALS and POUIPMENT: Subcontractor shall secure and maintain material ordered by Subcontractor until completion of the Work and sansfuction acceptance by Stock. Subcontractor shall be responsible for the receipt, detivery, unloading, hoisting storage, warehousing, protection, insurance and all other risks of loss relating to any materials or equipment Subcontractor is to furnish, install, provide, or have provided to it under this Agreement. Subcontractor shall keep adequate supply of materials on hand at all times, as required to meet production schedules. Subcontractor shall be responsible for the security of all materials on the jobsite. Further, if the Work requires the installation of materials furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided, and to thereupon handle, store, and install the items with such skill and care to ensure a satisfactory and proper installation. Loss or damage to the materials due to acts of negligence by the Subcontractor shall be deducted from any amounts due or to become due to the Subcontractor.
- 8. SUBCONTRACTOR REPRESENTATIONS: Subcontractor represents and warrants that it is fully qualified in all respects to perform the Work and shall at all times maintain strict discipline among its employees. Subcontractor shall supervise and direct the Work competently and efficiently, devoting such attention therein and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Subcontractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Subcontractor agrees not to employ any person unfit or without sufficient skill to perform the job for which Subcontractor was retained for the Project. Subcontractor agrees that Stock shall not provide training of any kind. Accordingly, it is the sole responsibility and expense of Subcontractor to provide training for the Subcontractor or its employees, agents, or subcontractors.

Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Subcontractor shall comply with all equal apportunity or affirmative action requirements or plans as may be set forth in the Contract Documents.

Subcontractor shall at all times remain an independent contractor, solely responsible for the Work, methods, techniques, procedures and supervision and coordinating at portions of the Work to be performed under this Agreement and Field Guidelines. No provision hereof shall be construed to make Subcontractor Stock's agent. All person employed by Subcontractor, or Subcontractor's sub-contractors to perform services in connection with this Agreement shall be under the exclusive control and direction of Subcontractor or Subcontractor's subcontractors, it being the intention of the parties that Subcontractor and its subcontractors shall be and remain an independent contractor. Stock shall not exert uctual cuntrol, nor possess the right to control, the actions of the employees of Subcontractor or Subcontractor's subcontractors in performing duties under this Agreement.

Subcontractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Subcontractor or any one for whom Subcontractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Stock or Stock's separate contractors, Subcontractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Subcontractor.

Subcontractor shall not loud not permit ony part of any structure or property to be loaded in any manner that will endanger that structure or property, nor shall Subcontractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

9. <u>LICENSES and PERMITS</u>: Subcontractor shall, at Subcontractor's sale expense, hold and maintain all required licenses, obtain all required permits and shall comply with all laws and ordinances and the rules, regulations, and orders of all public authorities relating to the performance of the Work. In the event of termination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, permits, contracts, subcontracts, and purchase orders relating to the Work. Subcontractor agrees that Stock is not responsible for providing any table or benefits for the Subcontractor or its employees, agents, or subcontractors.

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Page 4 of 12 Rev (t1/07/2011 10. REGULATORY COMPLIANCE and HAZARDOUS SUBSTANCES: The Occupational Safety and Ilcalih Act of 1970, as aniended (OSIA) has established regulations entitled OSIA Hazard Communication Standard, According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Datu Sheets (MSDS) giving information on proper handling and premutionary measures in using the materials. Many substances commonly used in residential Construction fit the description of hazardous materials established by OSIA. Subcontractor shall comply with all OSIA regulations pertaining to the work and any materials used in the work. Subcontractor shall have sole and exclusive responsibility for training its employees, subcontractors and suppliers in the proper handling of hazardous materials and any precentionary measures required. Subcontractor shall supply all protective clothing and devices necessary to protect its employees, subcontractors and suppliers from hazardous materials while on the site. Subcontractor shall obtain all MSDS's pertaining to any hazardous material used or created in the process of performing the work, and shall distribute copies of such MSDS's in Company and to all other contractors subcontractors, and suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors or suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors or suppliers, and shall retain copies of such MSDS's for all hazardous materials used or created by such contractors and suppliers as required by the OSIA regulations. In other words, Subcontractor must exchange MSDS's with all other contractors, subcontractors and suppliers, and implement a training program for its employees.

Subcontractor acknowledges and understands that the Project may be subject to the requirements of the National Pollutant Discharge Elimination System, as amended (NPDES) and Clean Water Act, as amended (CWA). Subcontractor is fully aware of the NPDES and CWA and shall not in any way interfere, damage or in any way negatively impact the structures and for procedures in place or to be implemented at the Project pertaining to NPDES and CWA. Subcontractor shall be responsible for any loss, damage, fine and penalty incurred by Stuck or its affiliates due to acts of negligence by the Subcontractor and such costs and expenses shall be deducted from any amounts due or in become due to the Subcontractor. Further, Subcontractor shall Indemnify Stock for any and all costs, fines, penalties and expenses incurred by Stock as a result of violations of NPDES and CWA caused by Subcontractor.

- 11. EMERGENCIES: In the event of an emergency affecting the safety or prolection of persons or the Work or property at the job site or utilizent thereto. Subcontractor, without special instruction or authorization from Stock is obligated to not to prevent threatened damage, injury or loss. Subcontractor shall give Stock written notice within twenty-four (24) hours after the occurrence of the emergency. If Subcontractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Stock determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Subcontractor falls to provide the twenty-four (24) hour written notice noted above, the Subcontractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment Pricing or an extension to the term of this Agreement.
- 12. ASSUMPTION OF LIABILITY: Subenniration agrees to, and hereby does, assume full responsibility for any and all acts, negligence or omissions of Subcontractor's employees, laborers, agents, materialmen, and subennirations and any and all employees and agents of the aforementioned, and any and all other persons doing work under an oral or written order or contract with Subcontractor.
- 13. INDEMNIFICATION, HOLD HARMLESS & DEFENSE: The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, at Subcontractor's sole expense. Subcontractor shall indemnify, defend and hold harmless both Stock and the Owner (if different from Stock) and their affiliated companies, parents, subsidiaries, pertners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns (collectively referred to as "Indemnified Partylies") of from, and against any and all claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, including but not limited to demands, suits, liabilities, causes of action, damages, claims for bodily injury, death or damage to property, judgments, contractual liabilities, including costs and expenses associated thereto which include but is not limited investigative and repair costs, attorneys' fees and costs, consultants' fees and costs, and other expenses, any of which arise out of relate to, result from, are occasioned by, contributed to by, connected with and/or are in any way caused, in whole or in part, by the acts of omissions. Influres and/or performance by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, as to any of the following (collectively referred to as "Claims"):
 - (a) Work as required by the Contract Documents and under this Agreement;
 - (b) construction or others services as required by the Contract Documents and under this Agreement;
 - (c) materials furnished as required by the Contract Documents and under this Agreement:
 - (d) virilations or elleged violations of Occupational Safety and Health Act of 1970, as amended, or to regulations promutgated thereunder, and/or to virilations or alleged violations similar state laws and regulations;

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teliniuries ofto and/or destruction of tangible property, including the loss of use or economic loss resulting therefrom:

(f)defectively performed and/or alleged defectively performed Work by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or enjoyees, or employees, or employees, or employees, or employees, or employees.

(g)hreach of this Agreement: and/or

(h)acts or unissions which include negligent or willful misconduct of Subcontractor and/or any of its subcontractor, laborers, materialmen, ngents, or employees, or envoice for whose acts any of them may be liable, whether active or passive.

In Whole or in Part: Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties, shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would Otherwise exist to any party or person described in this Paragraph 13

Subcontractor's ubligation to indemnify, defend and hold humiless the Indemnified Partles is applicable whether any Claims are caused in part by any of the Indemnified Partles, whether active or passive.

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by the concurrent act(s), omission(s) by and/or negligence of any of the Indemnified Parties, whether active or passive, provided however, said Indemnified Party shall not be indemnified for its own sole negligence or willful misconduct.

Limitations on Obligations & Florido Statutes, Section 725.06: With regard to any and all Claims, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Exhibit "A", or benefits payable by/for Subcontractor or any subcontractor under workers or workinen's compensation acts, disability acts or other amployee benefits acts. Notwithstanding the foregoing, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall be limited to the greater of

(a)A maximum of\$5,000,000.00: or

(b)the amount of this Agreement sum; or

(c)the maximum amount of Insurance coverage limits available to the Subcontractor under any and all policies of insurance and applicable to any Claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity, and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Paragraph 13 is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and effect,

Day to Defend: Subcontractor's duty to defend under this Paragraph 13 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Stock and/or any Indemnified Pany. The duty to defend arises immediately upon presentation of a Claim by any person or entity with written notice of such Claim being provided to Subcontractor.

Survival Provision: Subcontractor's obligation to indemnify, defend and hold hampless will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Indemnified Partylies for any and all matters indemnified is fully and finally barred by the applicable statute of limitations.

- Waiver of Subropation: Subcontractor waives any rights of subrogation against Stock and shall require any of Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable to waive their subrogation rights against Stock:
- Secure Performance: At its sole discretion. Stock may withhold, from time to time, from any monies otherwise due Subcontractor hereunder or under any other contract or agreements, a sum of money, which, in the sole judgment of Stock, shall be sufficient to secure the performance of Subcontractor's obligations under this Paragraph 13.

Notice: Stock shall provide written notice of any Claims within sixty (60) days after Stock becomes reasonably aware that Subcontractor may be liable for any such Claims.

14. SUBCONTRACTOR WARRANTIES: Subcontractor represents and warrants to Stock that all equipment and materials provided by Subcontractor and incorporated in the Work will be new unless otherwise specified in the Plans and Specifications, and together with the Subcontractor's Work shall be of good quality, free of defects and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment, materials and Work and so in conformly shall be defective. Subcontractor specifically agrees that it is responsible for the protection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said final completion. Inspection by Stock shall not relieve Subcontractor of its obligations, herein. SUBCONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY

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SUBCONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS TITLE OF THE SUBJECT OF THE WORK, MOUSE OR CONDOMINIUM UNTIL TO A PURCHASER OF THE HOUSE OR CONDOMINIUM UNIT: AND CONTINUING FROM SUCH DATF UNTIL THE LAST OF THE FOLLOWING TO OCCUR: (1) ONE YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTEN WARRANTY GIVEN BY STOCK TO SUCIL PURCHASER OR (3) THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATE TORY WARRANTIES OF SUCH PURCHASER, OR SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY, IF ANY, SUBCONTRACTOR AGREES TO MAKE AT SUBCONTRACTOR'S SOILE EXPLOSE ALL REPAIRS AND CORRECT SUCII DEFECTS IN ORDER TO MEET ANY OF SUBCONTRACTOR'S WARRANTY DBLIGATIONS WITHIN EIGHT (8) HOURS OF NOTICE (ORAL OR WRITHIN) OF SUCH DEFECT IN AN IMPRIGENCY IDETERMINED BY STOCK IN ITS SOLE DISCRETION) AND WITHIN FORTY-FIGHT (48) HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition. Subcontractor shall transfer any anti all applicable manufacturer's warranties, together with all service and operating manuals for materials furnished by it under this Agreement, to Stock when the Work is completed or this Agreement is terminated, whichever Occurs first. The warranty cuntained in this purugraph 14 is in addition to any other special warranties required by contract or law, and such warranty does not negate or abridge Stock's right to assert claims for latent or patent defects in occordance with applicable law.

The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty or guarantee periods established in the Contract Discurrents without cost to the Owner or the Contractor. If no guarantee of warranty is required of the Contractor in the Contractor Documents, then the Subcontractor shall guarantee or warranty the Subcontractor Work for the period of one (1) year from the date(s) of ennyevance to the end user.

The Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Subcontractor's Work prior

All guarantees and warranties must be submitted to the Contractor in a form acceptable to the Contractor prior to and as a condition for final payment.

Subcontractor expressly agrees that all warranties made by it in this Agreement shall survive the termination or expiration of this Agreement for any reason prior to the expiration of the full warranty period.

- 15. RUBBISH and DEBRIS: Subcontractor agrees to keep the job site and adjoining property free of waste material and rubbish caused by its Work or that of its subcontractors and to remove all waste materials and rubbish on completion or termination of its Work together with all tools, equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subconfractor shall conduct general clean-up operations, including, but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walls, where applicable. Any personal property left by Subcontractor on or around job site for thirty (30) days following completion of the Work: excluding any Work performed pursuant to warranty service obligations, will become the property of Stock.
- 16. ASSIGNMENT: Subcontractor shall not ussign this Agreement or any payments due or to become due hereunder without the prior written consent of Stock, which consent may be withheld in the sale discretion of Stock. Payments to Subcontractor will be made in accordance with Stuck's current published payment procedures, as the same may be amended from time to time. Payment to Subconfractor of all or any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or In any way waive or uffect Stock's claims or rights against Subcontractor.
- 17. CHANGES: Stock reserves the right to make changes in the Work in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performance. All changes will be authorized by a new written Work Notification Form which will include conforming changes in any Bid/Proposal, payment schedule and/or time for performance.
- 18. INSURANCE REQUIREMENTS: Subcontractor shall procure and maintain insurance policies in the form and amounts as set forth on Exhibit "A", attached hereto and incorporated herein by reference. All coverage shall be placed with an insurance earriers duly admitted in the State of Floridu and shall be reasonably acceptable to Stock. All insurance carriers must maintain an A.M. Best rating of "A-VIII" or better. Certified copies of all insurance policies must be made available and provided to Stack within ten (10) days of Stock's request. The word "Claims" used in this Paragraph 18 has been defined in Poragraph 13 above.

Endorsements in Insurance Policies. In addition to Exhibit "A", the Subcontractor shall carry and maintain commercial general liability. insurance on ISO form CG 00 01 10 01 (or a substitute form providing coverage equal to or greater than said form). All policies of liability insurance shall contain an Additional Insured Endorsement on ISO form CG 20 10 11-85 (or a substitute form providing coverage country)

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in greater than vaid firm which would ut a minimum additional insured status with respect arising Out of Subcontractor's Work pursuant to the Contract Documents and which provides coverage both during the products completed operations hazard period.) Such insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal and adventising injury, bodily injury, property damage, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability, excess or umbrella coverage forms which contains any of the following:

- (a) Limitations or Mudification of Contractual Liability Language:
- (b) Limitations or exclusions for Damage in Work Performed by Sub-Contractors:
- (e) Limitations or Exclusions for Residential Work
- (d) Limitations or Exclusions for Multi-Unit Dwellings.
- (e) Limitations or Exclusions related to explosion, collapse, underground property damage:
- (f) Pollution Exclusions: or
- (g) work performed by subcontractors.

Additional Insured: Strek shall be named as an additional insured, loss payer and certificate holder on each of the policies as outlined in Exhibit "A". Coverage under all policies shall be afforded to the additional insureds whether or not any Claims are actually in hitigation.

Stock shall remain as an additional insured on each policy for a period not less than ien (10) consecutive years from the date of final completion of the entire construction project that is the subject of this Agreement and the Contract Documents regardless of the date when the Subcontractor. Subcontractor's subcontractors, laborers, materialmen, agents, employees, and/or anyone for whose acts any of them may be liable, cumpletes or finishes any Work or any other construction work, and/or regardless of the dates any certificates of occupancy are issued. Subcontractor's obligation to have Stock remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project will survive the expiration or earlier termination of this Agreement until any and all Claims are fully and finally barred by the greater of any and all applicable statute of limitation or statute of repose.

Priority of Insurance Coverage: It is the intent of the parties that all available and applicable insurance coverage of the Subcontractor, whether primary or excess or umbrella policies, be primary coverage for any and all Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, regardless of who makes said Claims. Further, the parties intend that Stock's insurance policies be excess over any and all available and applicable insurance policies of Subcontractor for the purposes of indemnity and defense of Stock.

Certificales of Insurance: Prior to commencing any Work under this Agreement. Subcontractor shall submit to Stock copies of policies or Certificale of Insurance that confirm appropriate insurance coverage.

Each Certificate of Insurance shall provide that the insurer must give Stock at least ninety (90) days prior written notice of non-renewal or material change in coverage and termination of the coverage thereunder. Not less than two (2) weeks prior in the expiration, cancellation or termination of any such policy, the Subcontractor shall supply Stock with a new and replacement. Certificate of Insurance and additional insured endorsements as proof of renewal/replacement policies of insurance.

Subcontractor's Notice to Insurance Carriers and Agents: Prior to commencing any Work under this Agreement. Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" and all amendments to each of its insurance agents and insurance carriers. Within ten (10) days after execution by the parties of any future amendments, modifications, additions, deletions, changes or addendums to this Agreement. Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A", as amended, to each of its insurance agents and insurance carriers.

Subcontractor's Subcontractors: Subcontractor aeknowledges it shall not subcontract any part of this Agreement without supplying Stock proof that all Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose aets any of them may be liable, obtains and maintains appropriate insurance coverage as detailed in Exhibit "A". It shall be Subcontractor's sole responsibility to ensure that Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, fully complies with this Paragraph 18 and Exhibit "A", and future amendments thereto.

Stock Initials Subcontractor Initials Suff H

Page 8 of 12 Rev 01/07/2011 Additionally, and prior to commencement of the Work, the Subcontractor shall provide Stock with a Certificate of Insurance showing insurance coverage, in compliance with lixibili "A" coch and every Subcontractor's subcontractors, laborers, materialmen, agents, and/or employees, and anyone for whose acts any of them may be liable. Coverage shall be no less than the limits as described in Exhibit "A" in the event any of these policies are terminated. for any reason, the Subcontractor shall provide Stock copies of Certificates of Insurance showing replacement coverage in compliance with Exhibit "A".

Waiver of Subrogation from Insurers: Subcontractor shall obtain from each of its insurers, a waiver of subrogation as to each of its insurence policies, in favor of Stock with respect to any Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents.

Brench. Failure of Subcontractor to maintain complete and appropriate insurance is a material breach. In this event, in addition to the all other remedy provisions in this Agreement. Stock can elect to terminate this Agreement or to provide insurance at Subcontractor's sule, expenses in neither case, however, shall Subcontractor's liability be fessenced.

- 19. COMPLIFICON: Immediately upon the performance of any pan of the Work, as between Subcontractor and Stock, title thereto shall vest in Stock to the extent permitted by laws provided, however, the vesting of such title shall not impose any obligations on Stock or relieve Subcontractor of any of its obligations hereunder. Upon completion of the Work described in any Work Notification Form. Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is not in breach of this Agreement and provided that Subcontractor is otherwise entitled to payment under this Agreement upon notification to Stock. Stock shall pay Subcontractor for the Work described in the Work Notification Form in accordance with the Work Notification Form and the Bid/Proposal within sixty (60) days following Stock's receipt of a request for payment from Subcontractor. Subcontractor hereby agrees that if Subcontractor fails in request from Stock any sum, including, but not limited to, wages or contract sums due under this Agreement or any Work Notification Form, within ninety (90) days from the date they became due, said sums to Subcontractor and Subcontractor shall have no claim thereto.
- 20. WAIVER: TO THE EXTENT NOT PROHIBITED BY LAW. CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS' OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR. SERVICES. WORK, MATERIALS. EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.
- 21. TAXES/CIJARGES: Subcontractor shall pay all taxes, contributions and/or premiums payable on its employees or on its operations under workers' compensation laws, unemployment compensation laws, the Federal: Social Security Act, health and welfare benefit plans; gross business taxes, sales and use taxes, contributions and/or premiums which are payable by the employees and the Subcontractor shall indemnify, defend and hold Stock harmless from all liability, loss and expense resulting from Subcontractor's fullure to comply with these requirements. Subcontractor shall comply with all rules and regulations at any time applicable hereto and shall, on demand, substantiate to Stock's reasonable satisfaction that all taxes and charges are being properly paid SUBCONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL EMPLOYEES OF SUBCONTRACTOR.
- 22. DEFECTIVE WORK: Should Stock notify Subcontractor (orally or in writing) that any port of the Work is incorrect and does not conform to the terms of the Contract Documents. Subcontractor shall immediately being to correct such defective work and shall complete such corrected work within forty-eight (48) hours unless Stock shall agree to a longer period. If Subcontractor refuses to perform any corrective work. Subcontractor shall waive the above described forty-eight (48) hour period and such refusal or failure to perform the corrective work. Shall be deemed a default by Subcontractor hereunder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the disturbance of work completed by other contractors.
- 23. BREACH: SUBCONTRACTOR SHALL BEIN BREACH OF THIS AGREEMENT IF:
 - (a) Subcontractor's Work is defective and not remedied as provided herein; or
 - (b) Subcontractor does not make prompt and proper payments to its employees, agents and/or subcontractors; or
 - (c) Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to its or
 - (d) Another contractor is damaged by an act for which Subcontractor is responsible; or

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Subcontractor Initials WLH

- (e) Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof in Subcontractor, and Subcontractor has not posted a disctoarge bond within this (wenty four 124) hour period; or;
- (f) Subenniracing fails to perform warranty service under this Agreement or any other prior or contemporaneous Subcontractor Agreement with Stock; or
- (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's (or Subcontractor's subcontractors or agents) viulation of uny law, ordinance, regulation, edministrative ruling and/or coun order; or
- (h) Subcontractor becomes insolvent or any polition for bankruptcy is filed with respect to Subcontractors or
- (i) Subcuntractor fulls or neglects to prosecute the Work diligently and promptly, whether due to inact equate or incompetent supervision, insufficient skilled workers, lack of material or equipment, improper quantity or quality, or for any other reason not described herein.
- (i) Subcontractur fuils tu comply with uny terms of this Agreement or any Work Notification Form issued under this Agreement.
- 24 REMEDIES: IF SUBCONTRACTOR IS IN BREACH OF THIS AGREEMENT. IN ADDITION TO ANY AND ALL OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW. STOCK. IN ITS SOLE DISCRETION. MAY DO ANY OR ALL OF THE FOLLOWING:
 - (A) IMMEDIATELY TERMINATE THIS AGREEMENT. ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR WRITTEN AGREEMENT WITH SUBCONTRACTOR OR OTHER SUBCONTRACTOR BASE. AGREEMENT BITWEEN SUBCONTRACTOR AND STOCK AND DISMISS SUBCONTRACTOR FROM THE JOB SITE BY PROVIDING SUBCONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION:
 - (B) ENGAGE OR EMPLOY OTHER CONTRACTORS TO REMEDY SUBCONTRACTOR'S DEFECTIVE WORK: TO COMPLETE
 ANY PORTION OF THE WORK NOT COMPLETED BY SUBCONTRACTOR. PERFORM SUBCONTRACTOR'S WARRANTY
 SERVICE OBLIGATIONS OR OTHER WISE CURE SUBCONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND
 EXPENSE:
 - (C) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE HUNDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUE OR BECOME DUE TO SUBCONTRACTOR. WHETHER UNDER THIS AGREEMENT. ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAGEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B) ABOVE OR OTHERWISE RELATING TO SUBCONTRACTOR'S BREACH, INCLUDING, BUT NOT LIMITED TO, STOCK'S OVERHEAD AND PROFIT: AND/OR
 - (D) WITHIIOLD FROM SUBCONTRACTOR FOR UP TO ONE (I) YEAR AN AMOUNT. WHICH AMOUNT SHALL NOT EXCEED FIVE PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORK, TO INSURE SUBCONTRACTOR'S:
 PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS. STOCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR COST'S INCURRED BY STOCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS.
- 25: TERMINATION: This Agreement may also be terminated and Subcontractor dismissed from the job site by Stock at any time in its sole, discretion, with or without cause, by providing Subcontractor with notice (written or oral, in the sole determination of Stock) of such termination, and such termination shall be effective as of the time and date stated in such notice. In the event of termination of the Agreement pursuant in this paragraph 25 without cause, Stock shall pay Subcontractor within sixty (60) days after the effective date of such termination, all sums due and owing Subcontractor for all labor incurred and all materials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor acknowledges and ogrees that if Subcontractor is terminated pursuant to this paragraph 25 with cause. Subcontractor shall have no claim against Stock for any additional sums, including, without limitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or sums whatsoever. The termination payment described herein, if applicable, is Subcontractor's sole remedy and in no event shall Subcontractor have any claim for consequential damages. Further, in the event of termination, Subcontractor will turn over all equipment and materials ordered, purchased for and delivered to the Project, and Stock will pay the Subcontractor any amounts due based on the percentage of completion of Subcontractor's Work that is incompliance with this Agreement and the Pricing, actually accomplished and equipment and materials supplied to the Project: excluding any payment for uncamed profit and overhead. Subcontractor will facilitate transfer of Work to Stock by assigning its rights under subcontracts and purchase orders.

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Stock Initials KLH
Subcontractor Initials KULH

- 26. FNTIRE AGRIFMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are no other agreements; oral or written; by and between the parties hereto, except us to Subcontractor's warrantes under any prior or contemporaneous Subcontractor Agreements with Stock, which warranties are intemporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association hetween the Subcontractor, and Stock. The relationship of Subcontractor is that of an independent, contractor.
- 27. HEADINGS: The paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which fullow them.
- 28. NOTICES. Unless otherwise set forth herein, any nutice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be (a) delivered by hand. (b) send by Federal Express. Express Mail or other overright courier service, sent in the address on the first page hereof or such other address for notice as the parties shall last have furnished in writing to the person giving the notice or (c) sent by foreintile transmission with a copy delivered pursuant to (a) or (b) above. Any such pottee or demand shall be deemed to have been duly given or made and to have become effective (i) If delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer. (ii) if sent by facsimile transmission as of the date and time of transmission, and (iii) if sent by Federal Express. Express Mail or other reputable overnight courier service, upon the earlier of the date of receipt or one (1) business day ofter posting thereof, If a notice is mailed in the manner provided above, it is duly given, whether or not the addressee received it.
- 29. INVALIBITY: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never emprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. DISPUTE: If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by Stock pursuant to the self-help remedies of paragraph 24, and the parties cannot resolve the matter between themselves within sixty (60) days after Stock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute hy mediation under the Construction Industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any coun having jurisdiction thereof. Should a dispute arise between Stock and a buyer of a residence regarding materials supplied or work performed by Subcontractor, Subcontractor agrees in participate in, and be bound by, arbitration proceedings hetween Stock and the buyer.
- 31. JURISDICTION and PRESUMPTION: This Agreement shall be governed by and construed under the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, or being agreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full apponunity to consult legal counsel of its choice prior to the execution of this Agreement.
- 32. WAIVER: Execut as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto. No waiver by either party of any failure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. COUNTERPARTS and FACSIMILE/PDF SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Signatures given via facsimile or sean PDF transmission and shall be deemed given as of the date and time of transmission to the other party and shall be deemed original.
- 34. PERSONS BOUND: The provisions of this Agreement shall inure to the benefit of, and shall bind, the heirs, executers, administrators, successors and assigns of the respective parties. No person shall be deemed to be a third party beneficiary of this Agreement or my portion thereof. Subcontractor may not assign this Agreement without Stock's prior written consent, which consent Stock may withhold in its sole

and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor five (5) days written notice thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STOCK:

STOCK CONSTRUCTION, LLC, à

Florida Limited liability company

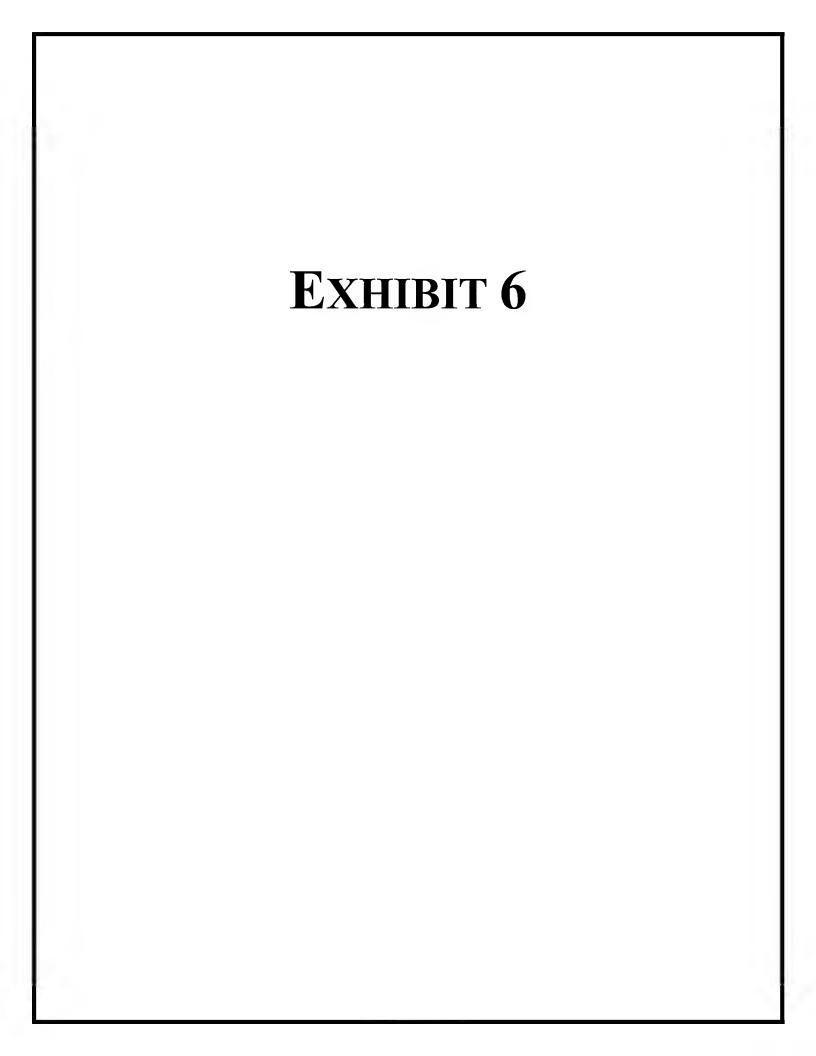
Print Name: 6

SUBCONTRACTOR:

(Subcontractor Entity Name)

Print Name: William

Tille:





2647 Professional Circle + Suite 1201 • Naples, FL 341 19

Subcontractor Base Agreement

NAMEC	OF SUBCONTRACTOR: JMC COatings LLC
OWNER	SHIP: CORPORATION - PARTNERSHIP LI PROPRIETORSHIP KLIMITED LIABILITY COMPANY
NAME	c) OF PRINCIPAL OFFICERS, PARTNERS OF OWNERS:
	NTRACTOR'S EIN OR SOCIAL SECURITY NO:
BUSINE	SS ADDRESS: 28210 Old 41 Rd, #308
	nita Socials, CC. 34175
	239)947 19905 FAX (239) 9417-9906 EMAIL Paintil - JIMC Gyahe
	GREEMENT ("Agreement") made and entered into this 10 day of Journ Louis 20 11, by and between Stock
	SREEMENT ("Agreement") made and entered into thisday of, 20, 20, by and between Stock tion, LLC, a Florida limited liability company, its successors and/or assigns ("Stock") and, 20, 20, 20
	1776 Court Let's LL-C
	177C Coatily ; CL-C ("Subcontractor")
1;	(a) "Bid/Proposal" shall have the meaning specified in Paragraph 4. (b) "Contract Documents" shall mean this Agreement, together with any and all Subcontractor Safety & Health Standards (Field
	Guidelines). Work Notification Forms, Bid/Proposals, and Plans and Specifications issued or utilized in connection with Work performed by Subcontractor.
	(c) "FHA" shall mean the Federal Housing Administration.
	(d) "Plans and Specifications" shall mean approved foundation plans, frame plans, floor plans, elevation plans, blueprints, construction
	sheet details, and other specifications, including FHA manuals. (c) "Project" shall mean the following: 1/C Passec 5 V/C Ers Cove ;
	(1) "Slock" shall have the meaning specified in the beginning paragraph of this Agreement.
	(g) "Subcontractor" shall have the meaning specified in the beginning paragraph of this Agreement and shall include Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable.
	(h) "VA" shall mean the U.S. Department of Veterans Affairs.
	(i) "Work" shall include, without limitation, any and all of the work specified in Paragraph 3 below, and any and all change order work, extra work, work included on all Work Notification Forms, unbudgeted work, and other work directed by Stock to be performed by Subcontractor; including but not limited to the management, supervision, financing, labor, materials, tools, fuel, supplies, utilities,
	equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents.
	(i) "Work Notification Form" shall mean a written order issued by Stock to Subcontractor specifying certain Work to be performed; the
	term Work Notification Form shall include forms designated "Purchase Order", "Job Start Order", "Field Purchase Order", and other similar designations and containing certain information about commencing such Work and the payment for such Work:
2.	NON-EXCLUSIVITY: The purpose of this Agreement is to fix the obligations of Stock and Subcontractor as to the performance by
	Subcontractor of certain described Work. Subcontractor acknowledges that this Agreement is nonexclusive and that Stock is free to contract with any other person or entity for the performance of work which is the same or similar to that described in this Agreement.
	Subcontractor is also free to enter into third party contracts with any other subcontractor, laborer and/or materialmen for the provision of
	the Work to be provided hereunder. Subcontractor will ensure that such other work performed by third party subcontractors, laborers and materialmen does not interfere with Subcontractor's performance under the Contract Documents and all such other contracts shall not be.

deemed a direct contract between Stock and such third party subcontractors laborers, or materialmen. This Agreement shall not be

construed as obligating Stock to accept bids or issue Work Notification Forms to Subcontractor.

Stock Initials Subcontractor Initials

Page 1 of 12: Rev 01/07/2011 3. SCOPE OF WORK: The Work to be performed by Subcontractor shall be more specifically described in subsequently issued Work Notification Forms but is generally described as:

· Cost Code No: _ C 7/00

As set forth above, in confunction with this Agreement, Stock may issue Work Notification Forms from time to time, covering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Subcontractor's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Stock, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and/or this Agreement and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Stock and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided in the Plans and Specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

4. PRICING and PAYMENTS: Subcontractor has submitted to Stock a Bid/Proposal pursuant to Stock's "invitation to bid" for Work, receipt of which is acknowledged thereon by Stock, which Bid/Proposal is incorporated herein by reference. The Bid/Proposal may be modified by Subcontractor only by a subsequent written and dated amendment, as approved by and receipt of which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and absolute discretion. Upon acceptance and approval by Stock, such amended Bid/Proposal shall be attached hereto and incorporated herein by reference. The Bid/Proposal in effect at the time of the issuance or any Work Notification Form shall be applicable to nll Work to be performed thereunder, without variation, unless otherwise approved in writing by Stock; Subcontractor acknowledges that its compensation is a fixed contractual rate, subject to modification under the next clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor agrees that payment shall be made to the entity named in the beginning paragraph of this Agreement, and not in any individual person which provides Work pursuant to this Agreement.

Notwithstanding anything in this Agreement to the contrary, Subcontractor's right to any payment under this Agreement is expressly contingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Forms has been completed satisfactorily; (2) If requested by Stock, the Subcontractor delivering to Stock a full and complete release of all liens and claims of Subcontractor and any and all of its subcontractors and suppliers of materials, labor, equipment, work, tools, services and other items furnished in connection with the Work, and (3) If requested by Stock, the Subcontractor delivering to Stock an affidavit (in a form satisfactory to Stock) that provides that so far as Subcontractor is able to ascertain, no person or entity other than the persons or entities furnishing such waivers and releases, has a right to any such lien or claim for materials, labor, equipment, work, tools, services or other items furnished in connection with the Work.

Notwithstanding anything in this Agreement to the contrary, if requested by Stock, Subcontractor's failure to supply these lien waivers and releases will negate any request for payment until such time as the lien waivers and releases are provided. If any lien or claim remains outstanding after all payments are made, Subcontractor shall refund to Stock all monies that Stock may be compelled to pay in discharging or resolving such lien or claim, including, without limitation, attorney's fees and costs. If Subcontractor fails to make any such refund within fifteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in breach of this Agreement, and Stock may, in addition to any other right and remedy, withhold from any sums due or to become due Subcontractor under this or any other Agreement such amount as may be required, in Stock's sole discretion, to discharge or resolve any such lien or claim, and to reimburse Stock for the applicable fees and costs incurred by Stock. Subcontractor shall defend, indemnify and hold harmless Stock and Stock's purchaser from the operation and effect of any lien or encumbrance arising oul of the performance of Subcontractor's work, and shall turn over the property subject to the Work, including any improvements thereon, to Slock free and clear of all such liens and encumbrances. If any such lien or encumbrance is claimed by any person or entity performing any portion or Subcontractor's work, Subcontractor shall, immediately upon yerhal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the lien or encumbrance from the real property to the bond. If Subcontractor continues to receive payments from Stock, Subcontractor will hold these payments and the rights to future payments from Stock in trust for the benefit of, and to be first applied to payment of those subcontractors, laborers, equipment suppliers and material suppliers who have performed any portion of Subcontractor's work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurred in

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the performance of Subcontractor's work are not being promptly paid, Stock may, upon giving will ten notice to Subcontractor, take any steps deemed necessary to ensure that any payments from Stock to Subcontractor shall be utilized to pay such obligations. Upon such written notice, Stock may require Subcontractor to supply satisfactory evidence that Subcontractor's obligations have becapaid or to post a payment and performance bond for the protection of Stock, its purchaser, and those to whom Subcontractor has an obligation for payment. The failure of Subcontractor to provide either of these means of security shall entitle Stock to retain out of any payment due or become due to Subcontractor a reasonable amount to protect Stock from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by Subcontractor.

Acceptance of Work and payment therefore by Stock under this paragraph shall not be construed as a waiver by Stock for Work later found defective and shall not release the Subcontractor from liability under any warranty for defective Work or for any obligation to perform warranty service Work.

5. SUBCONTRACTOR REVIEW and INSPECTION: Subcontractor expressly agrees to read and familiarize itself completely with all Contract Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form. In independently venify all information furnished by Slock or contained in the Plans and Specifications and to inspect the job site before starting any Work under a Work Notification Form. Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any laws, ordinances, rules, regulations or orders of any public authorities observed or known to Subcontractor in the Work, Plans and Specifications or at the job site. All Plans and Specifications furnished to Subcontractor by Stock are the property of Stock and shall not be duplicated or used for any purpose other than the performance of the Work and must be returned to Stock at the completion of Subcontractor's Work. Subcontractor shall be solely responsible for all construction under this Agreement and any Work Notification Form, including the techniques, sequences, procedures and means, and for coordination of all Work.

Subcontractor has made an independent investigation of the site, and the soil conditions and has satisfied itself as to all of these conditions such that the Bid/Proposal include payments for all Work which may be performed by Subcontractor to overcome any unanticipated, underground, preonecated conditions. Subcontractor valves any and all rights and claims for any changes to the Work Notification Form amount for any items or claims which Subcontractor could have become aware of prior to accepting the Work Notification Form and/or commencing Work thereunder had its examinations of the Project been conducted in a reasonable manner.

Subcontractor shall be responsible for inspecting any work of another contractor that may affect its own Work and shall report in writing to Stock any defects in such work upon discovery of the defect prior to commencing any portion of the Work, or it shall be deemed to have accepted such work as correct and fit to be accommodated into its own. If Subcontractor shall be delayed in the commencement, prosecution, or completion of the Work or shall be obstructed or hindered in the orderly progress of the Work by an act, failure to act, omission, neglect or default of Stock, any architect, another contractor or subcontractor, or any of their respective agents or employees, or by any cause beyond the control of Subcontractor, then the time fixed for completion of the Work may be extended in the sole discretion of Stock and only if Subcontractor notifies Stock in writing within forty-eight (48) hours of the discovery of the cause of such delay. Subcontractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to, the aforesaid causes, and agrees that Subcontractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.

of prosecution of work: Subcontractor shall cooperate with all other contractors engaged by Stock to the effect that their work shall not be impeded and shall give such other contractors access to the job site necessary to perform their contracts. Subcontractor shall perform the Work in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as Stock may direct so as to promote the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor, Subcontractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to Stock. Any materials that are to be furnished by Subcontractor hereunder shall be furnished in sufficient time to enable Subcontractor to perform and complete its Work with the time or times provided for herein or in any Work Notification Form. If, in the opinion of Stock, in its sole discretion, Subcontractor falls behind in furnishing the necessary labor and/or materials to meet the schedule established by Stock; then Subcontractor shall take such steps and actions as are deemed necessary by Stock to improve the rate of progress, including, but not limited to, increasing the labor force, number of shifts and/or work such overtime as may be required, at its own expense, to bring its part of the Work up to the schedule established by Stock. Subcontractor agrees to reimburse or pay Stock, or Stock may withhold payment otherwise due under this Agreement, for any and all damages that Stock may sustain as a result, of such delays by Subcontractor. Time is of the essence in this Agreement.

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Page 3 of 12 Rev 01/07/2011 Subcontractor shall perform all labor in a thorough and workmanlike manner, according to the highest standards of the trade. Subcontractor warrants that all labor done and any materials furnished by Subcontractor will meet or exceed FHA minimum property. standards, VA requirements, any applicable building code requirements and all Stock requirements. Should a dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished hereunder, which concerns the parties hereto only, or which concerns Subcontractor and any other contractor(s), subcontractor(s) or supplier(s), the dispute shall be decided by Stock, whose decision thereon shall be final and conclusive. In any event, and in spite of any dispute, claim, or controversy arising out of this Agreement, Subcontractor shall proceed diligently with the Work, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy.

- MATERIALS and EOUIPMENT: Subcontractor shall secure and maintain material ordered by Subcontractor until completion of the Work and satisfaction acceptance by Stock. Subcontractor shall be responsible for the receipt, delivery, unloading, hoisting storage, warehousing, protection, insurance and all other risks of loss relating to any materials or equipment Subcontractor is to furnish, install, provide, or have provided to it under this Agreement. Subcontractor shall keep adequate supply of materials on hand at all times, as required to meet production schedules. Subcontractor shall be responsible for the security of all materials on the jobsite. Further, if the Work requires the installation of materials furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided, and to thereupon handle, store, and install the items with such skill and care to ensure a satisfactory and proper installation. Loss or damage to the materials due to acts of negligence by the Subcontractor shall be deducted from any amounts due or to become due to the Subcontractor.
- 8. SUBCONTRACTOR REPRESENTATIONS: Subcontractor represents and warrants that it is fully qualified in all respects to perform the Work and shall at all times maintain strict discipline among its employees. Subcontractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expense as may be necessary to perform the Work in accordance with the Contract Documents. Subcontractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Subcontractor agrees not to employ any person unfit or without sufficient skill to perform the job for which Subcontractor was retained for the Project. Subcontractor agrees that Stock shall not provide training of any kind. Accordingly, it is the sole responsibility and expense of Subcontractor to provide training for the Subcontractor or its employees, agents, or subcontractors.

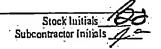
Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Subcontractor shall compty with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract Documents.

Subcontractor shall at all times remain an independent contractor, solely responsible for the Work; methods, techniques, procedures and supervision and coordinating all portions of the Work to be performed under this Agreement and Field Guidelines. No provision hereof shall be construed to make Subcontractor Stock's agent. All person employed by Subcontractor, or Subcontractor's sub-contractors to perform services in connection with this Agreement shall be under the exclusive control and direction of Subcontractor or Subcontractor's subcontractors, it being the intention of the parties that Subcontractor and its subcontractors shall be and remain an independent contractor. Stock shall not exert actual control, nor possess the right to control, the actions of the employees of Subcontractor or Subcontractor's subcontractors in performing duties under this Agreement.

Subcontractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Subcontractor or any one for whom Subcontractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Stock or Stock's separate contractors, Subcontractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Subcontractor.

Subcontractor shall not load nor permit any part of any structure or property to be loaded in any manner that will endanger that structure or property, nor shall Subcontractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

g. LICENSES and PERMITS: Subcontractor shall, at Subcontractor's sole expense, hold and maintain all required licenses, obtain all required permits and shall comply with all laws and ordinances and the rules, regulations, and orders of all public authorities relating to the performance of the Work. In the event of termination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, permits, contracts, subcontracts, and purchase orders relating to the Work. Subcontractor agrees that Stock is not responsible for providing any tools or benefits for the Subcontractor or its employees, agents, or subcontractors.



10. REGULATORY COMPLIANCE and HAZARDOUS SUBSTANCES: The Occupational Safety and Health Actof 1970, as amended (OSHA) has established regulations entitled OSHA Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets (MSDS) giving information on proper handling and precautionary measures in using the materials. Many substances commonly used in residential construction fit the description of hazardous materials established by OSHA. Subcontractor shall comply with all OSHA regulations pertaining to the work and any materials used in the work. Subcontractor shall have sole and exclusive responsibility for training its employees, subcontractors and suppliers in the proper handling of hazardous materials and any precautionary measures required. Subcontractor shall supply all protective clothing and devices necessary to protect its employees, subcontractors and suppliers from hazardous materials white on the site. Subcontractor shall obtain all MSDS's pertaining to any hazardous material used or created in the process of performing the work, and shall distribute copies of such MSDS's to Company and to all other contractors, subcontractors, and suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors or suppliers, and shall retain copies of such MSDS's and provide them to Subcontractor's employees, subcontractors and suppliers as required by the OSHA regulations. In other words, Subcontractor must exchange MSDS's with all other contractors, subcontractors and suppliers, and implement a training program for its employees.

Subcontractor acknowledges and understands that the Project may be subject to the requirements of the National Pollutant Discharge Elimination System, as amended (NPDES) and Clean Water Act, as amended (CWA). Subcontractor is fully aware of the NPDES and CWA and shall not in any way interfere, damage or in any way negatively impact the structures and for procedures in place or to be implemented at the Project pertaining to NPDES and CWA. Subcontractor shall be responsible for any loss, damage, fine and penalty incurred by Stock or its affiliates due to acts of negligence by the Subcontractor and such costs and expenses shall be deducted from any amounts due or to become due to the Subcontractor. Further, Subcontractor shall indemnify Stock for any and all costs, fines, penaltics and expenses incurred by Stock as a result of violations of NPDES and CWA caused by Subcontractor.

- 11: EMERGENCIES: In the event of an emergency affecting the safety or protection of persons or the Work or property at the job site or adjacent thereto. Subcontractor, without special instruction or authorization from Stock is obligated to act to prevent threatend damage, injury or loss. Subcontractor shall give Stock written notice within twenty-four (24) hours after the occurrence of the emergency, if Subcontractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Stock determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Subcontractor fails to provide the twenty-four (24) hour written notice noted above, the Subcontractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment Pricing or an extension to the term of this Agreement.
- 12. ASSUMPTION OF LIABILITY: Subcontractor agrees to, and hereby does, assume full responsibility for any and all acts, negligence or omissions of Subcontractor's employees, laborers, agents, materialmen, and subcontractors and any and all employees and agents of the aforementioned, and any and all other persons doing work under an oral or written order or contract with Subcontractor.
- 13. INDEMNIFICATION, HOLD HARMLESS & DEFENSE: The Work performed by the Subcontraetor shall be at the risk of the Subcontraetor exclusively. To the fullest extent permitted by law, at Subcontraetor's sole expense, Subcontractor shall indemnify, defend and hold harmless both Stock and the Owner (if different from Stock) and their affiliated companies, parents, subsidiaries, partners, joint ventures; representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns (collectively referred to as "Indemnified Partylies") of, from, and against any and all claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, including but not limited to demands, suits, liabilities, causes of action, damages, claims for bodily injury, death or damage to property, judgments, contractual liabilities, including costs and expenses associated thereto which include but is not limited investigative and repair costs, attorneys' fees and costs, consultants' fees and costs, and other expenses, any of which arise out of, relate to, result from, are occasioned by, contributed to by, connected with and/or are in any way caused, in whole or in part, by the acts of, omissions, failures and/or performance by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, as to any of the following (collectively referred to as "Claims"):
 - (a) Work as required by the Contract Documents and under this Agreement;
 - (b) construction or others services as required by the Contract Documents and under this Agreement;
 - (e) materials furnished as required by the Contract Documents and under this Agreement;
 - (d) violations or alleged violations of Occupational Safety and Health Act of 1970, as amended, or to regulations promulgated thereunder, and/or to violations or alleged violations similar state laws and regulations;

(c)injuries of/to and/or destruction of tangible property, including the loss of use or economic loss resulting therefrom;

(I)defectively performed and/or alleged defectively performed Work by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable;

(g)breach of this Agreement; and/or

(h)acts or omissions which include negligent or willful misconduct of Subcontractor and/or any of its subcontractors; laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, whether active or passive.

In Whole or in Part: Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties, shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this Paragraph 13.

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by any of the Indemnified Parties, whether active or passive.

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by the concurrent act(s), omission(s) by and/or negligence of any of the Indemnified Parties, whether active or passive, provided however, said indemnified Party shall not be indemnified for its own sole negligence or willful miss conduct.

Limitations on Obligations & Florida Statutes, Section 725.06: With regard to any and all Claims, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Exhibit "A", or benefits payable by/for Subcontractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstandiog the foregoing, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall be limited to the greater of:

(a)A maximum of:\$5,000,000.00; or

(b) the amount of this Agreement sum; or

(e)the maximum amount of insurance coverage limits available to the Subcontractor under any and all policies of insurance and applicable to any Claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Slatutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Paragraph 13 is determined not to be in compliance with Florida Stalutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and effect.

Duty to Defend: Subcontractor's duty to defend under this Paragraph 13 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Stock and/or any Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any person or entity with written notice of such Claim being provided to Subcontractor.

Survival Provision: Subcontractor's obligation to indemnify, defend and hold harmless will survive the expiration or carlier termination of this Agreement until it is determined by final judgment that an action against the Indemnified Partylies for any and all matters indemnified is fully and finally barred by the applicable statute of limitations.

Waiver of Subrogation: Subcontractor waives any rights of subrogation against Stock and shall require any of Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable to waive their subrogation rights against Stock.

Secure Performance: At its sole discretion, Stock may withhold, from time to time, from any monies otherwise due Subcontractor hereunder or under any other contract or agreements, a sum of money, which, in the sole judgment of Stock, shall be sufficient to secure the performance of Subcontractor's obligations under this Paragraph 13.

Notice: Stock shall provide written notice of any Claims within sixty (60) days after Stock becomes reasonably aware that Subcontractor may be liable for any such Claims.

14. SUBCONTRACTOR WARRANTIES: Subcootractor represents and warrants to Stock that all equipment and materials provided by Subcontractor and incorporated in the Work will be new, unless otherwise specified in the Plans and Specifications, and together with the Subcontractor's Work shall be of good quality, free of defects and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment, materials and Work not so in conformity shall be defective. Subcontractor specifically agrees that it is responsible for the protection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said final completion. Inspection by Stock shall not relieve Subcontractor of its obligations herein. SUBCONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY

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SUBCONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS TITLE OF THE SUBJECT OF THE WORK, (HOUSE OR CONDOMINIUM UNIT) TO A PUR CHASER OF THE HOUSE OR CONDOMINIUM UNIT, AND CONTINUING FROM SUCH DATE UNTIL THE LAST OF THE FOLLOWING TO OCCUR: (1) ONE YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTEN WARRANTY GIVEN BY STOCK TO SUCH PURCHASER OR (3) THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATUTORY WARR ANTIES OF SUCH PURCHASER; OR SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY, IF ANY. SUBCONTRACTOR AGREES TO MAKE, AT SUBCONTRACTOR'S SOLE EXPENSE, ALL REPAIRS AND CORRECT SUCH DEFECTS IN ORDER TO MEET ANY OF SUBCONTRACTOR'S WARRANTY OBLIGATIONS WITHIN EIGHT (8) HOURS OF NOTICE (ORAL OR WRITTEN) OF SUCH HOURS OF NOTICE (ORAL OR WRITTEN) OF SUCH HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition, Subcontractor shall transfer any and all applicable manufacturer's warranties, together with all service and operating manuals for materials furnished by it under this Agreement, to Stock when the Work is completed or this Agreement is terminated, whichever Occurs first. The warranty contained in this paragraph 14 is in addition to any other special warranties required by contract or law, and such warranty does not negate or abridge Stock's right to assert claims for latent or patent defects in accordance with applicable law.

The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty or guarantee periods established in the Contract Documents without cost to the Owner or the Contractor. If no guarantee of warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall guarantee or warranty the Subcontractor Work for the period of one (1) year from the date(s) of conveyance to the end user.

The Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Subcontractor's Work prior to final payment.

- All guarantees and warranties must be submitted to the Contractor in a form acceptable to the Contractor prior to and as a condition for final payment.
- Subcontractor expressly agrees that all warranties made by it in this Agreement shall survive the termination or expiration of this. Agreement for any reason prior to the expiration of the full warranty period.
- 15. RUBBISH and DEBRIS: Subcontractor agrees to keep the job site and adjoining property free of waste material and rubbish caused by its Work or that of its subcontractors and to remove all waste materials and rubbish on completion or termination of its Work together with all tools; equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subcontractor shall conduct general clean-up operations, including, but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walls, where applicable. Any personal property left by Subcontractor on or around job site for thirty (30) days following completion of the Work, excluding any Work performed pursuant to warranty service obligations, will become the property of Stock.
- 16. ASSIGNMENT: Subcontractor shall not assign this Agreement or any payments due or to become due hereunder without the prior written consent of Stock, which consent may be withheld in the sole discretion of Stock. Payments to Subcontractor will be made in accordance with Stock's current published payment procedures, as the same may be amended from time to time. Payment to Subcontractor of all or any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or in any way waive or affect Stock's claims or rights against Subcontractor.
- 17. CHANGES: Stock reserves the right to make changes in the Work in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performance. All changes will be authorized by a new written Work Notification Form which will include conforming changes in any Bid/Proposal, payment schedule and/or time for performance.
- INSURANCE REQUIREMENTS: Subcontractor shall procure and maintain insurance policies in the form and amounts as set forth on Exhibit "A", attached hereto and incorporated herein by reference. All coverage shall be placed with an insurance carriers duly admitted in the State of Florida and shall be reasonably acceptable to Stock. All insurance carriers must maintain an A.M. Best rating of "A-VIII" or better. Certified copies of all insurance policies must be made available and provided to Stock within ten (10) days of Stock's request. The word "Claims" used in this Paragraph 18 has been defined in Paragraph 13 above.

Endorsements in Insurance Policies: In addition to Exhibit "A", the Subcontractor shall carry and maintain commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing coverage equal to or greater than said form). All policies of liability insurance shall contain an Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing coverage example)

Stock Initials_C

or greater than said form which would at a minimum additional insured status with respect arising out of Subcontractor's Work pursuant to the Contract Documents and which provides coverage both during the products completed operations hazard period.) Such insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal and advertising injury, bodily injury, property damage, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability, excess or umbrella coverage forms which contains any of the following:

- (a) Limitations or Modification of Contractual Liability Language;
- (b) Limitations or exclusions for Damage to Work Performed by Sub Contractors;
- (c) Limitations or Exclusions for Residential Work
- (d) Limitations or Exclusions for Multi-Unit Dwellings
- (c) Limitations or Exclusions related to explosion, collapse, underground property damage;
- (I) Pollution Exclusions; or
- (g) work performed by subcontractors.

Additional Insured: Stock shall be named as an additional insured, loss payee and certificate holder on each of the policies as outlined in Exhibit "A". Coverage under all policies shall be afforded to the additional insureds whether or not any Claims are actually in litigation.

Stock shall remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project that is the subject of this Agreement and the Contract Documents regardless of the date when the Subcontractor, Subcontractor's subcontractors, laborers, materialmen, agents, evolves, and/or anyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, and/or regardless of the dates any certificates of occupancy are issued. Subcontractor's obligation to have Stock remain as an additional insured on each policy for a period not less than len (10) consecutive years from the date of final completion of the entire construction project will survive the expiration or earlier termination of this Agreement until any and all Claims are fully and finally barred by the greater of any and all applicable statute of limitation or statute of repose:

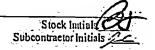
Priority of Insurance Coverage: It is the intent of the parties that all available and applicable insurance coverage of the Subcontractor, whether primary or excess or umbrella policies, be primary coverage for any and all Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, regardless of who makes said Claims. Further, the parties intend that Stock's insurance policies be excess over any and all available and applicable insurance policies of Subcontractor for the purposes of indemnity and defense of Stock.

Certificates of Insurance: Prior to commencing any Work under this Agreement, Subcontractor shall submit to Stock copies of policies or Certificate of Insurance that confirm appropriate insurance coverage.

Each Certificate of Insurance shall provide that the insurer must give Stock at least ninety (90) days prior written notice of non-renewal or material change in coverage and termination of the coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply Stock with a new and replacement Certificate of Insurance and additional insured endorsements as proof of renewal/replacement policies of insurance.

Subcontractor's Nutice to Insurance Carriers and Agents: Prior to commencing any Work under this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" and all amendments to each of its insurance agents and insurance carriers. Within ten (10) days after execution by the parties of any future amendments, modifications, additions, deletions, changes or addendums to this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A", as amended, to each of its insurance agents and insurance carriers.

Subcontractor's Subcontractors: Subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, obtains and maintains appropriate insurance coverage as detailed in Exhibit "A". It shall be Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be ensure that Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, fully complies with this Paragraph 18 and Exhibit "A", and future amendments thereto.

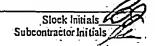


Additionally, and prior to commencement of the Work, the Subcontractor shall provide Stock with a Certificate of Insurance showing insurance coverage, in compliance with Exhibit "A" each and every Subcontractor's subcontractors, laborers, materialmen, agents, and/or employees, and anyone for whose acts any of them may be liable. Coverage shall be no less than the limits as described in Exhibit "A". In the event any of these policies are terminated, for any reason, the Subcontractor shall provide Stock copies of Certificates of Insurance showing replacement coverage in compliance with Exhibit "A".

Waiver of Subrogation from Insurers: Subcontractor shall obtain from each of its insurers, a waiver of subrogation as to each of its insurance policies, in favor of Stock with respect to any Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents.

Breach: Failure of Subcontractor to maintain complete and appropriate insurance is a material breach. In this event, in addition to the all other remedy provisions in this Agreement, Stock can elect to terminate this Agreement or to provide insurance at Subcontractor's sole expense; in neither ease, however, shall Subcontractor's liability be lessened.

- 19. COMPLETION: Immediately upon the performance of any part of the Work, as between Subcontractor and Stock, title thereto shall vest in Stock to the extent permitted by law; provided, however, the vesting of such title shall not impose any obligations on Slock or relieve Subcontractor of any of its obligations hereunden. Upon completion of the Work described in any Work Notification Form, Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is not in breach of this Agreement, and provided that Subcontractor is otherwise entitled to payment under this Agreement, upon notification to Stock, Stock shall pay Subcontractor for the Work described in the Work Notification Form and the Bid/Proposal within sixty (60) days following Stock's receipt of a request for payment from Subcontractor. Subcontractor hereby agrees that if Subcontractor fails to request from Stock any sum, including, but not limited to, wages or contract sums due under this Agreement or any Work Notification Form, within ninety (90) days from the date they became due, said sums to Subcontractor and Subcontractor shall have no claim thereto.
- 20. WAIVER: TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS' OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY. SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.
- 21. TAXES/CHARGES: Subcontractor shall pay all taxes, contributions and/or premiums payable on its employees or on its operations under workers' compensation laws, unemployment compensation laws, the Federal; Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes, contributions and/or premiums which are payable by the employees and the Subcontractor shall indemnify, defend and hold Stock harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with these requirements. Subcontractor shall comply with all rules and regulations at any time applicable hereto and shall, on demand, substantiate to Stock's reasonable satisfaction that all taxes and charges are being properly paid SUBCONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL EMPLOYEES OF SUBCONTRACTOR.
- DEFECTIVE WORK: Should Stock notify Subcontractor (orally or in writing) that any part of the Work is incorrect and does not conform to the terms of the Contract Documents, Subcontractor shall immediately being to correct such defective work and shall complete such corrected work within forty-eight (48) hours unless Stock shall agree to a longer period. If Subcontractor refuses to perform any corrective work, Subcontractor shall waive the above described forty-eight (48) hour period and such refusal or failure to perform the corrective work shall be deemed a default by Subcontractor hereunder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the disturbance of work completed by other contractors.
- 23. BREACH: SUBCONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT IF:
 - (a) Subcontractor's Work is defective and not remedied as provided herein; or
 - (b) Subcontractor does not make prompt and proper payments to its employees, agents and/or subcontractors; or
 - (c) Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to its or
 - (d) Another contractor is damaged by an act for which Subcontractor is responsible; or



- (e) Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hour period; or:
- (f) Subcontractor fails to perform warranty service under this Agreement or any other prior or contemporaneous Subcontractor Agreement with Stock; or
- (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's (or Subcontractor's subcontractor's subcontractor's agents) violation of any law, ordinance, regulation, administrative ruling and/or court order, or
- (h) Subcontractor becomes insolvent or any petition for bankruptcy is filed with respect to Subcontractor, or
- (i) Subcontractor fails or neglects to prosecute the Work diligently and promptly, whether due to inadequate or incompetent supervision, insufficient skilled workers, lack of material or equipment, improper quantity or quality, or for any other reason not described herein;
- (j) Subcontractor fails to comply with any terms of this Agreement or any Work Notification Form issued under this Agreement.
- 24. <u>REMEDIES</u>: IF SUBCONTRACTOR IS IN BREACH OF THIS AGREEMENT, IN ADDITION TO ANY AND ALL OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW, STOCK, IN ITS SOLE DISCRETION, MAY DO ANY OR ALL OF THE FOLLOWING:
 - (A) IMMEDIATELY TERMINATE THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR: WRITTEN AGREEMENT WITH SUBCONTRACTOR OR OTHER SUBCONTRACTOR BASE AGREEMENT BETWEEN SUBCONTRACTOR AND STOCK AND DISMISS SUBCONTRACTOR FROM THE JOB SITE BY PROVIDING SUBCONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION;
 - (B) ENGAGE OR EMPLOY OTHER CONTRACTORS TO REMEDY SUBCONTRACTOR'S DEFECTIVE WORK, TO COMPLETE ANY PORTION OF THE WORK NOT COMPLETED BY SUBCONTRACTOR, PERFORM SUBCONTRACTOR'S WARRANTY SERVICE OBLIGATIONS OR OTHERWISE CURE SUBCONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND EXPENSE;
 - (C) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE HUNDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUE OR BECOME DUE TO SUBCONTRACTOR, WHETHER UNDER THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAGEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B) ABOVE OR OTHERWISE RELATING TO SUBCONTRACTOR'S BREACH, INCLUDING, BUT NOT LIMITED TO, STOCK'S OVERHEAD AND PROFIT; AND/OR.
 - (D) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE (I) YEAR AN AMOUNT, WHICH AMOUNT SHALL NOT EXCEED FIVE PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORK, TO INSURE SUBCONTRACTOR'S PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS, STOCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS:
- 25. TERMINATION: This Agreement may also be terminated and Subcontractor dismissed from the job site by Stock at any time in its sole discretion, with or without cause, by providing Subcontractor with notice (written or oral, in the sole determination of Stock) of such termination, and such termination shall be effective as of the time and date stated in such notice. In the event of termination of the Agreement pursuant to this paragraph 25 without cause, Stock shall pay Subcontractor within sixty (60) days after the effective date of such termination, all sums due and owing Subcontractor for all labor incurred and all materials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor acknowledges and agrees that if Subcontractor is terminated pursuant to this paragraph 25 with cause, Subcontractor shall have no claim against Stock for any additional sums, including, without limitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or sums whatsoever. The termination payment described herein, if applicable, is Subcontractor's sole remedy and in no event shall Subcontractor have any claim for consequential damages. Further, in the event of termination, Subcontractor will turn over all equipment and materials ordered, purchased for and delivered to the Project, and Stock will pay the Subcontractor any amounts due based on the percentage of completion of Subcontractor's Work that is incompliance with this Agreement and the Pricing, actually accomplished and equipment and materials supplied to the Project; excluding any payment for uncamed profit and overhead. Subcontractor will facilitate transfer of Work to Stock by assigning its rights under subcontracts and purchase orders.

Stock Initials
Subcontractor Initials

Page | 0 of 12 Rcv 01/07/2011:

- 26. ENTIRE AGREEMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are no other agreements, oral or written, by and between the parties hereto, except as to Subcontractor's warranties under any prior or contemporaneous Subcontractor Agreements with Stock, which warranties are incorporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subcontractor is that of an independent contractor.
- 27. HEADINGS: The paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
- .28. NOTICES: Unless otherwise set forth herein, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be (a) delivered by hand, (b) send by Federal Express, Express Mail or other overnight counter service, sent to the address on the first page hereof or such other address for notice as the parties shall last have furnished in writing to the person giving the notice or (c) sent by facsimile transmission with a copy delivered pursuant to (a) or (b) above. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer. (ii) if sent by facsimile transmission as of the date and time of transmission, and (iii) if sent by Federal Express, Express Mail or other reputable overnight courier service, upon the earlier of the addressee receipt or one (1) business day after posting thereof. If a notice is mailed in the manner provided above, it is duly given, whether or not the addressee received it.
- 29. INVALIDITY: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. DISPUTE: If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by Stock pursuant to the self-help remedies of paragraph 24, and the parties cannot resolve the matter between themselves within sixty (60) days after Stock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute by inediation under the Construction Industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a dispute arise between Stock and a buyer of a residence regarding materials supplied or work performed by Subcontractor agrees to participate in, and be bound by, arbitration proceedings between Stock and the buyer.
- 31. JURISDICTION and PRESUMPTION: This Agreement shall be governed by and construed under the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, or being agreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.
- 32. WAIVER: Except as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto. No waiver by either party of any failure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. COUNTERPARTS and FACSIMILE/PDF SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Signatures given via facsimile or sean PDF transmission and shall be deemed given as of the date and time of transmission to the other party and shall be deemed original.
- 34. PERSONS BOUND: The provisions of this Agreement shall inure to the benefit of, and shall bind, the heirs, executors, administrators, successors and assigns of the respective parties. No person shall be deemed to be a third party heneficiary of this Agreement or any portion thereof. Subcontractor may not assign this Agreement without Stock's prior written consent, which consent Stock may withhold in its sole



and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third Darty by providing Subcontractor five (5) days written notice thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STOCK:

STOCK CONSTRUCTION, LLC, 2

Florida limited liability company

By:

Title: _

SUBCONTRACTOR

(Subcontractor Entity Name)

Prior Name:

Title: _

COMPOSITE EXHIBIT 7



2647 Professional Circle • Suile 1201 • Naples, FL 341 19

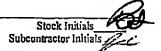
Subcontractor Base Agreement NAME OF SUBCONTRACTOR: OWNERSHIP: XCORPORATION II PARTNERSHIP II PROPRIETORSHIP J LIMÎTED LIABILI NAME(S) OF PRINCIPAL OFFICERS, PARTNERS OF OWNERS: Ichia SUBCONTRACTOR'S EIN OR SOCIAL SECURITY NO: THIS AGREEMENT ("Agreement") made and entered into this 3/ _day of _______ Construction, LLC, a Florida limited liability company, its successors and/or assigns ("Stock") and

- 1. As used herein the following terms shall have the meanings specified unless the context otherwise requires.
 - (a) "Bid/Proposal" shall have the meaning specified in Paragraph 4.
 - (b) "Contract Documents" shall mean this Agreement, together with any and all Subcontractor Safety & Health Standards (Field Guidelines), Work Notification Forms, Bid/Proposals, and Plans and Specifications issued or utilized in connection with Work performed by Subcontractor.
 - (c) "FHA" shall mean the Federal Housing Administration.
 - (d) "Plans and Specifications" shall mean approved foundation plans, frame plans, floor plans, elevation plans, blueprints, construction sheet details, and other specifications, including FHA manuals.

 (c) "Project" shall mean the following: 6/2 005 0 4 Physics Cove

 (f) "Stock" shall have the meaning specified in the beginning paragraph of this Agreement.

 - (2) "Subcontractor" shall have the meaning specified in the beginning paragraph of this Agreement and shall include Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable.
 - (h) "VA" shall mean the U.S. Department of Veterans Affairs.
 - (i) "Work" shall include, without limitation, any and all of the work specified in Paragraph 3 below, and any and all change order work, extra work, work included on all Work Notification Forms, unbudgeted work, and other work directed by Stock to be performed by Subcontractor; including but not limited to the management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents.
 - (j) "Work Notification Form" shall mean a written order issued by Stock to Subcontractor specifying certain Work to be performed; the term Work Notification Form shall Include forms designated "Purchase Order", "Job Start Order", "Field Purchase Order", and other similar designations and containing certain information about commencing such Work and the payment for such Work.
- NON-EXCLUSIVITY: The purpose of this Agreement is to fix the obligations of Stock and Subcontractor as to the performance by Subcontractor of certain described Work. Subcontractor acknowledges that this Agreement is nonexclusive and that Stock is free to contract with any other person or entity for the performance of work which is the same or similar to that described in this Agreement. Subcontractor is also free to enter into third party contracts with any other subcontractor, laborer and/or materialmen for the provision of the Work to be provided hereunder. Subcontractor will ensure that such other work performed by third party subcontractors, laborers and materialmen does not interfere with Subcontractor's performance under the Contract Documents and all such other contracts shall not be deemed a direct contract between Stock and such third party subcontractors laborers, or materialmen. This Agreement shall not be construed as obligating Stock to accept bids or issue Work Notification Forms to Subcontractor.



Notification Forms but is generally des	cribed as:	peculcally described in subsequently issued Work
Cost Code No:		

As set forth above, in conjunction with this Agreement, Stock may issue Work Notification Forms from time to time, covering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Stock, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and/or this Agreement and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Stock and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided in the Plans and Specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

4. PRICING and PAYMENTS: Subcontractor has submitted to Stock a Bid/Proposal pursuant to Stock's "invitation to bid" for Work, receipt of which is acknowledged thereon by Stock, which Bid/Proposal is incorporated herein by reference. The Bid/Proposal may be madified by Subcontractor only by a subsequent written and dated amendment, as approved by and receipt of which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and absolute discretion. Upon acceptance and approval by Stock, such amended Bid/Proposal shall be attached hereto and incorporated herein by reference. The Bid/Proposal in effect at the time of the issuance or any Work Notification Form shall be applicable to all Work to be performed thereunder, without variation, unless otherwise approved in writing by Stock. Subcontractor acknowledges that its compensation is a fixed contractual rate, subject to modification under the next clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor agrees that payment shall be made to the entity named in the beginning paragraph of this Agreement, and not to any individual person which provides Work pursuant to this Agreement.

Notwithstanding anything in this Agreement to the contrary, Subcontractor's right to any payment under this Agreement is expressly contingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Form has been completed satisfactorily; (2) If requested by Stock, the Subcontractor delivering to Stock a full and complete release of all liens and claims of Subcontractor and any and all of its subcontractors and suppliers of materials, labor, equipment, work, tools, services and other items furnished in connection with the Work, and (3) If requested by Stock, the Subcontractor delivering to Stock an affidavit (in a form satisfactory to Stock) that provides that so far as Subcontractor is able to ascertain, no person or entity other than the persons or entities furnishing such waivers and releases, has a right to any such lien or claim for materials, labor, equipment, work, tools, services or other items furnished in connection with the Work.

Notwithstanding anything in this Agreement to the contrary, if requested by Slock, Subcontractor's failure to supply these Hen waivers and releases will negate any request for payment until such time as the lien waivers and releases are provided. If any lien or claim remains outstanding after all payments are made, Subcontractor shall refund to Stock all monies that Stock may be compelled to pay in discharging or resolving such lien or claim, including, without limitation, attorney's fees and costs. If Subcontractor fails to make any such refund within fifteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in breach of this Agreement, and Stock may, in addition to any other right and remedy, withhold from any sums due or to become due Subcontractor under this or any other Agreement such amount as may be required, in Stock's sole discretion, to discharge or resolve any such lien or claim, and to reimburse Stock for the applicable fees and costs incurred by Stock. Subcontractor shall defend, indemnify and hold harmless Stock and Stock's purchaser from the operation and effect of any lien or encumbrance arising out of the performance of Subcontractor's work, and shall jum over the property subject to the Work, including any improvements thereon, to Stock free and clear of all such liens and encumbrances. If any such lien or encumbrance is claimed by any person or entity performing any portion or Subcontractor's work, Subcontractor shall, immediately upon verbal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the lien or encumbrance from the real property to the bond. If Subcontractor continues to receive payments from Stock, Subcontractor will hold these payments and the rights to future payments from Stock in trust for the benefit of, and to be first applied to payment of those subcontractors, laborers, equipment suppliers and material suppliers who have performed any portion of Subcontractor's work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurred

the performance of Subcontractor's work are not being promptly paid, Stock may, upon giving written notice to Subcontractor, take any steps deemed necessary to ensure that any payments from Stock to Subcontractor shall be utilized to pay such obligations. Upon such written notice, Stock may require Subcontractor to supply satisfactory evidence that Subcontractor's obligations have been paid or to post a payment and performance bond for the protection of Stock, its purchaser, and those to whom Subcontractor has an obligation for payment. The failure of Subcontractor to provide either of these means of security shall entitle Stock to retain Out of any payment due or become due to Subcontractor a reasonable amount to protect Stock from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by Subcontractor.

Acceptance of Work and payment therefore by Stock under this paragraph shall not be construed as a waiver by Stock for Work later found defective and shall not release the Subcontractor from liability under any warranty for defective Work or for any obligation to perform warranty service Work.

5. SUBCONTRACTOR REVIEW and INSPECTION: Subcontractor expressly agrees to read and familiarize itself completely with all Contract Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form, to independently verify all information furnished by Stock or contained in the Plans and Specifications and to inspect the job site before starting any Work under a Work Notification Form. Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any laws, ordinances, rules, regulations or orders of any public authorities observed or known to Subcontractor in the Work, Plans and Specifications or at the job site. All Plans and Specifications furnished to Subcontractor by Stock are the property of Stock and shall not be duplicated or used for any purpose other than the performance of the Work and must be returned to Stock at the completion of Subcontractor's Work. Subcontractor shall be solely responsible for all construction under this Agreement and any Work Notification Form, including the techniques, sequences, procedures and means, and for coordination of all Work.

Subcontractor has made an independent investigation of the site, and the soil conditions and has satisfied itself as to all of these conditions such that the Bid/Proposal include payments for all Work which may be performed by Subcontractor to overcome any unanticipated, underground, or concealed conditions. Subcontractor waives any and all rights and claims for any changes to the Work Notification Form amount for any items or claims which Subcontractor could have become aware of prior to accepting the Work Notification Form and/or commencing Work thereunder had its examinations of the Project been conducted in a reasonable manner.

Subcontractor shall be responsible for inspecting any work of another contractor that may affect its own Work and shall report in writing to Stock any defects in such work upon discovery of the defect prior to commencing any portion of the Work, or it shall be deemed to have accepted such work as correct and fit to be accommodated into its own. If Subcontractor shall be delayed in the commencement, prosecution, or completion of the Work or shall be obstructed or hindered in the orderly progress of the Work by an act, failure to act, omission, neglect or default of Stock, any architect, another contractor or subcontractor, or any of their respective agents or employees, or by any cause beyond the control of Subcontractor, then the time fixed for completion of the Work may be extended in the sole discretion of Stock and only if Subcontractor notifies Stock in writing within forty-eight (48) hours of the discovery of the cause of such delay. Subcontractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to, the aforesaid causes, and agrees that Subcontractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.

6. PROSECUTION OF WORK: Subcontractor shall cooperate with all other contractors engaged by Stock to the effect that their work shall not be impeded and shall give such other contractors access to the job site necessary to perform their contracts. Subcontractor shall perform the Work in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as Stock may direct so as to promote the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor, Subcontractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to Stock. Any materials that are to be furnished by Subcontractor hereunder shall be furnished in sufficient time to enable Subcontractor to perform and complete its Work with the time or times provided for herein or in any Work Notification Form. If, in the opinion of Stock, in its sole discretion, Subcontractor falls behind in furnishing the necessary labor and/or materials to meet the schedule established by Stock, then Subcontractor shall take such steps and actions as are deemed necessary by Stock to improve the rate of progress, including, but not limited to, increasing the labor force, number of shifts and/or work such overtime as may be required, at its own expense, to bring its part of the Work up to the schedule established by Stock. Subcontractor agrees to reimburse or pay Stock, or Stock may withhold payment otherwise due under this Agreement, for any and all damages that Stock may sustain as a result of such delays by Subcontractor. Time is of the essence in this Agreement.

Subcontractor shall perform all labor in a thorough and workmanlike manner, according to the highest standards of the trade.

Subcontractor warrants that all labor done and any materials furnished by Subcontractor will meet or exceed FHA minimum property standards, VA requirements, any applicable building code requirements and all Stock requirements. Should a dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished hereunder, which concerns the parties hereto only, or which concerns Subcontractor and any other contractor(s), subcontractor(s) or supplier(s), the dispute shall be decided by Stock, whose decision thereon shall be final and conclusive. In any event, and in spite of any dispute, claim, or Controversy arising out of this Agreement, Subcontractor shall proceed diligently with the Work, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy.

- 7. MATERIALS and EQUIPMENT: Subcontractor shall secure and maintain material ordered by Subcontractor until completion of the Work and satisfaction acceptance by Stock. Subcontractor shall be responsible for the receipt, delivery, unloading, hoisting storage, warehousing, protection, insurance and all other risks of loss relating to any materials or equipment Subcontractor is to furnish, install, provide, or have provided to it under this Agreement. Subcontractor shall keep adequate supply of materials on hand at all times, as required to meet production schedules. Subcontractor shall be responsible for the security of all materials on the jobsite. Further, if the Work requires the installation of materials furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided, and to thereupon handle, store, and install the items with such skill and care to ensure a satisfactory and proper installation. Loss or damage to the materials due to acts of negligence by the Subcontractor shall be deducted from any amounts due or to become due to the Subcontractor.
- 8. SUBCONTRACTOR REPRESENTATIONS: Subcontractor represents and warrants that it is fully qualified in all respects to perform the Work and shall at all times maintain strict discipline among its employees. Subcontractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Subcontractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Subcontractor agrees not to employ any person unfit or without sufficient skill to perform the job for which Subcontractor was retained for the Project. Subcontractor agrees that Stock shall not provide training of any kind. Accordingly, it is the sole responsibility and expense of Subcontractor to provide training for the Subcontractor or its employees, agents, or subcontractors.

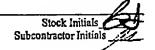
Subcontractor shall not discriminate against any employee or applicant for employment because of race, ered, color, sex, age or national origin. Subcontractor shall comply with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract Documents.

Subcontractor shall at all times remain an independent contractor, solely responsible for the Work, methods, techniques, procedures and supervision and coordinating all portions of the Work to be performed under this Agreement and Field Guidelines, No provision hereof shall be construed to make Subcontractor Stock's agent. All person employed by Subcontractor, or Subcontractor's sub-contractors to perform services in connection with this Agreement shall be under the exclusive control and direction of Subcontractor or Subcontractor's subcontractors, it being the intention of the parties that Subcontractor and its subcontractors shall be and remain an independent contractor. Stock shall not exert actual control, nor possess the right to control, the actions of the employees of Subcontractor or Subcontractor's subcontractors in performing duties under this Agreement.

Subcontractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Subcontractor or any one for whom Subcontractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Stock or Stock's separate contractors, Subcontractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Subcontractor.

Subcontractor shall not load not permit any part of any structure or property to be loaded in any manner that will endanger that structure or property, nor shall Subcontractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

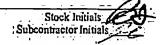
9. <u>LICENSES and PERMITS</u>: Subcontractor shall, at Subcontractor's sole expense, hold and maintain all required licenses, obtain all required permits and shall comply with all laws and ordinances and the rules, regulations, and orders of all public authorities relating to the performance of the Work. In the event of termination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, permits, contracts, subcontracts, and purchase orders relating to the Work. Subcontractor agrees that Stock is not responsible for providing any tools or benefits for the Subcontractor or its employees, agents, or subcontractors.



REGULATORY COMPLIANCE and HAZARDOUS SUBSTANCES: The Occupation at Safety and Health Act of 1970, as amended (OSHA) has established regulations entitled OSHA Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets (MSDS). Being information on proper handling and precautionary measures in using the materials. Many substances commonly used in residential construction fit the description of hazardous materials established by OSHA. Subcontractor shall comply with all OSHA regulations pertaining to the work and any materials used in the work. Subcontractor shall have sole and exclusive responsibility for training its employees, subcontractors and suppliers in the proper handling of hazardous materials and any precautionary measures required. Subcontractor shall supply all protective clothing and devices necessary to protect its employees, subcontractors and suppliers from hazardous materials. While on the site. Subcontractor shall obtain all MSDS's pertaining to any hazardous material used or created in the process of performing, the work, and shall distribute copies of such MSDS's to Company and to all other contractors, subcontractors, and suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors or suppliers performing work on the site, copies of all MSDS's for all hazardous materials used or created by such contractors, subcontractors or suppliers, and shall relain copies of such MSDS's and provide them to Subcontractor's employees, subcontractors and suppliers as required by the OSHA regulations. In other words, Subcontractor must exchange MSDS's with all other contractors, and contractors and suppliers, and implement a training program for its employees.

Subcontractor acknowledges and understands that the Project may be subject to the requirements of the National Pollutant Discharge Elimination System, as amended (NPDES) and Clean Water Act, as amended (CWA). Subcontractor is fully aware of the NPDES and CWA and shall not in any way interfere, damage or in any way negatively impact the sauchures and for procedures in place or to be implemented at the Project pertaining to NPDES and CWA. Subcontractor shall be responsible for any loss, damage, fine and penalty incurred by Stock or its affiliates due to acts of negligence by the Subcontractor and such costs and expenses shall be deducted from any amounts due or to become due to the Subcontractor. Further, Subcontractor shall indemnify Stock for any and all costs; fines, penalties and expenses incurred by Stock as a result of violations of NPDES and CWA caused by Subcontractor.

- 11. EMERGENCIES: In the event of an emergency affecting the safety or protection of persons or the Work of property at the job site or adjacent thereto, Subcontractor, without special instruction or authorization from Stock is obligated to act to prevent threatened damage, injury or loss. Subcontractor shall give Stock written notice within twenty-four (24) hours after the occurrence of the emergency, if Subcontractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Stock determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Subcontractor fails to provide the twenty-four (24) hour written notice noted above, the Subcontractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment Pricing or an extension to the term of this Agreement.
- 12. ASSUMPTION OF LIABILITY: Subcontractor agrees to; and hereby does, assume full responsibility for any and all acts, negligence or omissions of Subcontractor's employees, laborers, agents, materialmen, and subcontractors and any and all employees and agents of the aforementioned, and any and all other persons doing work under an oral or written order or contract with Subcontractor.
- 13. INDEMNIFICATION. HOLD HARMLESS & DEFENSE: The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, at Subcontractor's sole expense. Subcontractor shall indemnify, defend and hold harmless both Stock and the Owner (if different from Stock) and their affiliated companies, parents, subsidiaries, parents, joint-ventures; representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns (collectively referred to as "Indemnified Party/ies") of, from, and against any and all claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, including but not limited to demands, suits, liabilities, causes of action, damages, claims for bodily injury, death or damage to property, judgments, contractual liabilities, including costs and expenses associated therein which include but is not limited investigative and repair costs, attorneys' fees and costs, consultants' fees and costs, and other expenses, any of which arise out of, relate to, result from, are occasioned by, contributed to by, connected with and/or are in any way caused, in whole or in part, by the acts of, omissions, failures and/or performance by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, as to any of the following (collectively referred to as "Claims"):
 - (a) Work as required by the Contract Documents and under this Agreement;
 - (b) construction or others services as required by the Contract Documents and under this Agreement;
 - (c) materials furnished as required by the Contract Documents and under this Agreement;
 - (d) violations or alleged violations of Occupational Salety and Health Act of 1970, as amended, or to regulations promulgated thereunder, and/or to violations or alleged violations similar state laws and regulations;



(e)injuries of/to and/or destruction of tangible property, including the loss of use or economic loss resulting therefrom:

(f)defectively performed and/or alleged defectively performed Work by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable;

(g)breach of this Agreement; and/or

(h)acts or omissions which include negligent or willful misconduct of Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, whether active or passive,

In Whole or in Part: Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties, shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this Paragraph 13:

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by any of the Indemnified Parties, whether active or passive.

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by the concurrent act(s), omission(s) by and/or negligence of any of the Indemnified Parties, whether active or passive, provided however, said Indemnified Party shall not be indemnified for its own sole negligence or willful miscooduct.

Limitations on Obligations & Florida Statutes, Section 725.06: With regard to any and all Claims, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Exhibit "A", or benefits payable by/for Subcontractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall be limited to the greater of:

(a)A maximum of \$5,000,000.00; or

(b) the amount of this Agreement sum; or

(e)the maximum amount of insurance coverage limits available to the Subcontractor under any and all policies of insurance and applicable to any Claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Paragraph 13 is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and effect.

Duty to Defend. Subcontractor's duty to defend under this Paragraph 13 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Stock and/or any Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any person or entity with written notice of such Claim being provided to Subcontractor.

Survival Provision: Subcontractor's obligation to indemnify, defend and hold harmless will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Indemnified Party/ies for any and all matters indemnified is fully and finally barred by the applicable statute of limitations.

Waiver of Subrogation: Subcontractor waives any rights of subrogation against Stock and shall require any of Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable to waive their subrogation rights against Stock.

Secure Performance: At its sole discretion, Stock may withhold, from time to time, from any monies otherwise due Subcontactor hereunder or under any other contract or agreements, a sum of money, which, in the sole judgment of Stock, shall be sufficient to secure the performance of Subcontractor's obligations under this Paragraph 13.

Notice: Stock shall provide written notice of any Claims within sixty (60) days after Stock becomes reasonably aware that Subcontractor, may be liable for any such Claims.

14. SUBCONTRACTOR WARRANTIES: Subcontractor represents and warrants to Stock that all equipment and materials provided by Subcontractor and incorporated in the Work will be new, unless otherwise specified in the Plans and Specifications, and together with the Subcontractor's Work shall be of good quality, free of defects and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment, materials and Work not so in conformity shall be defective. Subcontractor specifically agrees that it is responsible for the protection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said final completion. Inspection by Stock shall not relieve Subcontractor of its obligations therein. SUBCONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY

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SUBCONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS TITLE OF THE SUBJECT OF THE WORK, (HOUSE OR CONDOMINIUM UNIT) TO A PUR CHASER OF THE HOUSE OR CONDOMINIUM UNIT, AND CONTINUING FROM SUCH DATE UNTIL THE LAST OF THE FOLLOWING TO OCCUR: (1) ONE YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTEN WARRANTY GIVEN BY STOCK TO SUCH PURCHASER OR (3) THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATUTORY WARR ANTIES OF SUCH PURCHASER, OR SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY, IF ANY. SUBCONTRACTOR AGREES TO MAKE, AT SUBCONTRACTOR'S SOLE EXPENSE, ALL REPAIRS AND CORRECT SUCH DEFECTS IN ORDER TO MEET ANY OF SUBCONTRACTOR'S WARRANTY OBLIGATIONS WITHIN EIGHT (8) HOURS OF NOTICE (ORAL OR WRITTEN) OF SUCH DEFECT IN AN EMERGENCY (DETERMINED BY STOCK IN ITS SOLE DISCRETION) AND WITHIN FORTY-EIGHT (48) HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition, Subcontractor shall transfer any and all applicable manufacturer's warranties, together with all service and operating manuals for materials furnished by it under this Agreement, to Stock when the Work is completed or this Agreement is terminated, whichever Occurs first. The warranty contained in this paragraph 14 is in addition to any other special warranties required by contract or law, and such warranty does not negate or abridge Stock's right to assert claims for latent or patent defects in accordance with applicable law.

The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty or guarantee periods established in the Contract Documents without cost to the Owner or the Contractor. If no guarantee of warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall guarantee or warranty the Subcontractor Work for the period of one (1) year from the date(s) of conveyance to the end user.

The Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Subcontractor's Work prior to final payment.

All guarantees and warranties must be submitted to the Contractor in a form acceptable to the Contractor prior to and as a condition for final payment.

Subcontractor expressly agrees that all warranties made by it in this Agreement shall survive the termination or expiration of this Agreement for any reason prior to the expiration of the full warranty period.

- 15. RUBBISH and DEBRIS: Subcontractor agrees to keep the job site and adjoining property free of waste material and rubbish caused by its Work or that of its subcontractors and to remove all waste materials and rubbish on completion or termination of its Work together with all tools, equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subcontractor shall conduct general clean-up operations, including, but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walls, where applicable. Any personal property left by Subcontractor on or around job site for thirty (30) days following completion of the Work, excluding any Work performed pursuant to warranty service obligations, will become the property of Stock.
- 16. ASSIGNMENT: Subcontractor shall not assign this Agreement or any payments due or to become due hereunder without the prior written consent of Stock, which consent may be withheld in the sole discretion of Stock. Payments to Subcontractor will be made in accordance with Stock's current published payment procedures, as the same may be amended from time to time. Payment to Subcontractor of all or any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or in any way waive or affect Stock's claims or rights against Subcontractor.
- 17. <u>CHANGES</u>: Stock reserves the right to make changes in the Work in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performance. All changes will be authorized by a new written Work Notification Form which will include conforming changes in any Bid/Proposal, payment schedule and/or time for performance.
- 18. <u>INSURANCE REQUIREMENTS</u>: Subcontractor shall procure and maintain insurance policies in the form and amounts as set forth on Exhibit "A", attached hereto and incorporated herein by reference. All coverage shall be placed with an insurance carriers duly admitted in the State of Florida and shall be reasonably acceptable to Stock. All insurance carriers must maintain an A.M. Best rating of "A-VIII" or better. Certified copies of all insurance policies must be made available and provided to Stock within ten (10) days of Stock's request. The word "Claims" used in this Paragraph 18 has been defined in Paragraph 13 above.

Endorsements in Insurance Policies: In addition to Exhibit "A", the Subcontractor shall carry and maintain commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing coverage equal to or greater than said form). All policies of liability insurance shall contain an Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing coverage equal to

or greater than said form which would at a minimum additional insured status with respect arising out of Subcontractor's Work pursuant to the Contract Documents and which provides coverage both during the products completed operations hazard period.) Such insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal and advertising injury, bodily injury, property damage, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability, excess or umbrella coverage forms which contains any of the following:

- (a) Limitations of Modification of Contractual Liability Language;
- (b) Limitations or exclusions for Damage to Work Performed by Sub Contractors;
- (c) Limitations or Exclusions for Residential Work
- (d) Limitations or Exclusions for Multi-Unit Dwellings
- (e) Limitations or Exclusions related to explosion, collapse, underground property damage;
- (f) Pollution Exclusions; or
- (g) work performed by subcontractors.

Additional Insured: Stock shall be named as an additional insured, loss payee and certificate holder on each of the policies as outlined in Exhibit "A". Coverage under all policies shall be afforded to the additional insureds whether or not any Claims are gentally in litigation.

Stock shall remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project that is the subject of this Agreement and the Contract Documents regardless of the date when the Subcontractor, Subcontractor's subcontractors, laborers, materialmen, agents, employees, and/or anyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, and/or regardless of the dates any certificates of occupancy are issued. Subcontractor's obligation to have Stock remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project will survive the expiration or earlier termination of this Agreement until any and all Claims are fully and finally barred by the greater of any and all applicable statute of limitation or statute of repose.

Priority of Insurance Coverage: It is the intent of the parties that all available and applicable insurance coverage of the Subcontractor, whether primary or excess or umbrella policies, be primary coverage for any and all Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, regardless of who makes said Claims. Further, the parties intend that Stock's insurance policies be excess over any and all available and applicable insurance policies of Subcontractor for the purposes of indemnity and defense of Stock.

<u>Certificates of Insurance</u>: Prior to commencing any Work under this Agreement, Subcontractor shall submit to Stock copies of policies or Certificate of Insurance that confirm appropriate insurance coverage.

Each Certificate of Insurance shall provide that the insurer must give Stock at least ninety (90) days prior written notice of non-renewal or material change in coverage and termination of the coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply Stock with a new and replacement Certificate of Insurance and additional insured endorsements as proof of renewal/replacement policies of insurance.

Subcontractor's Notice to Insurance Carriers and Agents: Prior to commencing any Work under this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" and all amendments to each of its insurance agents and insurance carriers. Within ten (10) days after execution by the parties of any future amendments, modifications, additions, changes or addendums to this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A", as amended, to each of its insurance agents and insurance carriers.

Subcontractor's Subcontractors: Subcontractor acknowledges it shall not subcontract any part of this Agreement without supplying Stock proof that all Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, obtains and maintains appropriate insurance coverage as detailed in Exhibit "A". It shall be Subcontractor's sole responsibility to ensure that Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, fully complies with this Paragraph 18 and Exhibit "A", and future amendments thereto.



Additionally, and prior to commencement of the Work, the Subcontractor shall provide Stock with a Certificate of Insurance showing insurance coverage, in compliance with Exhibit "A" each and every Subcontractor's subcontractors, faborers, materialmen, agents, and/or employees, and anyone for whose acts any of them may be liable. Coverage shall be no less than the limits as described in Exhibit "A". In the event any of these policies are terminated, for any reason, the Subcontractor shall provide Stock copies of Certificates of Insurance showing replacement coverage in compliance with Exhibit "A".

Waiver of Subrogation from Insurers: Subcontractor shall obtain from each of its insurers, a waiver of subrogation as to each of its insurence policies, in favor of Stock with respect to ony Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents.

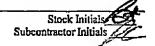
Breach: Failure of Subcontractor to maintain complete and appropriate insurance is a material breach. In this event, in addition to the all other remedy provisions in this Agreement, Stock can elect to terminate this Agreement or to provide insurance at Subcontractor's sole expense; in neither case, however, shall Subcontractor's liability be lessened.

- 19. COMPLETION: Immediately upon the performance of any part of the Work, as between Subcontractor and Stock, title thereto shall vest in Stock to the extent permitted by law; provided, however, the vesting of such title shall not impose any obligations on Stock or relieve Subcontractor of any of its obligations hereunder. Upon completion of the Work described in any Work Notification Form, Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is not in breach of this Agreement, and provided that Subcontractor is otherwise entitled to payment under this Agreement, upon polification to Stock, Stock shall pay Subcontractor for the Work described in the Work Notification Form in accordance with the Work Notification Form and the Bid/Proposal within sixty (60) days following Stock's receipt of a request for payment from Subcontractor. Subcontractor hereby agrees that if Subcontractor fails to request from Stock any sum, including, but not limited to, wages or contract sums due under this Agreement or any Work Notification Form, within ninety (90) days from the date they became due, said sums to Subcontractor and Subcontractor shall have no claim thereto.
- 20. WAIVER: TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS' OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK, AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.
- 21. TAXES/CHARGES: Subcontractor shall pay all taxes, contributions and/or premiums payable on its employees or on its operations under workers' compensation laws, unemployment compensation laws, the Federal; Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes, contributions and/or premiums which are payable by the employees and the Subcontractor shall indemnify, defend and hold Stock harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with these requirements. Subcontractor shall comply with all rules and regulations at any time applicable hereto and shall, on demand, substantiate to Stock's reasonable satisfaction that all taxes and charges are being properly paid SUBCONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL EMPLOYEES OF SUBCONTRACTOR.
- 22. DEFECTIVE WORK: Should Stock notify Subcontractor (orally or in writing) that any part of the Work is incorrect and does not conform to the terms of the Contract Documents, Subcontractor shall immediately being to correct such defective work and shall complete such corrected work within forty-eight (48) hours unless Stock shall agree to a longer period. If Subcontractor refuses to perform any corrective work, Subcontractor shall waive the above described forty-eight (48) hour period and such refusal or failure to perform the corrective work shall be deemed a default by Subcontractor hereunder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the disturbance of work completed by other contractors.
- 23. BREACH: SUBCONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT IF:
 - (a) Subcontractor's Work is defective and not remedied as provided herein; or
 - (b) Subcontractor does not make prompt and proper payments to its employees, agents and/or subcontractors; or
 - (c) Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties
 - (d) Another contractor is damaged by an act for which Subcontractor is responsible; or

- (e) Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools Or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has MOE been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hour period; or;
- (f) Subcontractor fails to perform warranty service under this Agreement or any other prior or contemporaneous Subcontractor Agreement with Stock; or
- (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's (or Subcontractor's subcontractors or agents) violation of any law, ordinance, regulation, administrative ruling and/or court order, or
- (h) Subcontractor becomes insolvent or any petition for bankruptcy is filed with respect to Subcontractor; or
- (i) Subcontractor fails or neglects to prosecute the Work diligently and promptly, whether due to irradequate or incompetent supervision, insufficient skilled workers, lack of material or equipment, improper quantity or quality, or for any other reason not described herein;
- (i) Subcontractor fails to comply with any terms of this Agreement or any Work Notification Form issued under this Agreement.
- 24. <u>REMEDIES</u>: IF SUBCONTRACTOR IS IN BREACH OF THIS AGREEMENT, IN ADDITION TO ANY AND ALL OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW, STOCK, IN ITS SOLE DISCRETION, MAY DO ANY OR ALL OF THE FOLLOWING:
 - (A) IMMEDIATELY TERMINATE THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR WRITTEN AGREEMENT WITH SUBCONTRACTOR OR OTHER SUBCONTRACTOR BASE AGREEMENT BETWEEN SUBCONTRACTOR AND STOCK AND DISMISS SUBCONTRACTOR FROM THE JOB SITE BY PROVIDING SUBCONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION;
 - (B) ENGAGE OR EMPLOY OTHER CONTRACTORS TO REMEDY SUBCONTRACTOR'S DEFECTIVE WORK, TO COMPLETE ANY PORTION OF THE WORK NOT COMPLETED BY SUBCONTRACTOR, PERFORM SUBCONTRACTOR'S WARRANTY SERVICE OBLIGATIONS OR OTHERWISE CURE SUBCONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND EXPENSE;
 - (C) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE HUNDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUE OR BECOME DUE TO SUBCONTRACTOR, WHETHER UNDER THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAGEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B) ABOVE OR OTHERWISE RELATING TO SUBCONTRACTOR'S BREACH, INCLUDING, BUT NOT LIMITED TO, STOCK'S OVERHEAD AND PROFIT; AND/OR
 - (D) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE (I) YEAR AN AMOUNT, WHICH AMOUNT SHALL NOT EXCEED FIVE PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORK, TO INSURE SUBCONTRACTOR'S PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS, STOCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS.
- 25. TERMINATION: This Agreement may also be terminated and Subcontractor dismissed from the job site by Stock at any time in its sole discretion, with or without cause, by providing Subcontractor with notice (written or oral, in the sole determination of Stock) of such termination, and such termination shall be effective as of the time and date stated in such notice. In the event of termination of the Agreement pursuant to this paragraph 25 without cause, Stock shall pay Subcontractor within sixty (60) days after the effective date of such termination, all sums due and owing Subcontractor for all labor incurred and all materials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor acknowledges and agrees that if Subcontractor is terminated pursuant to this paragraph 25 with cause, Subcontractor shall have no claim against Stock for any additional sums, including, without limitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or sums whatsoever. The termination payment described herein, if applicable, is Subcontractor's sole remedy and in no event shall Subcontractor have any claim for consequential damages. Further, in the event of termination, Subcontractor will turn over all equipment and materials ordered, purchased for and delivered to the Project, and Stock will pay the Subcontractor any amounts due based on the percentage of completion of Subcontractor's Work that is incompliance with this Agreement and the Pricing, actually accomplished and equipment and materials supplied to the Project; excluding any payment for unearned profit and overhead. Subcontractor will facilitate transfer of Work to Stock by assigning its rights under subcontracts and purchase orders.

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- 26. ENTIRE AGREEMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are no other agreements, oral or written, by and between the parties hereto, except as to Subcontractor's warranties under any prior or contemporaneous Subcontractor Agreements with Stock, which warranties are incorporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subcontractor is that of an independent contractor.
- 27. <u>HEADINGS</u>: The paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
- 28. NOTICES: Unless otherwise set forth herein, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be (a) delivered by hand, (b) send by Federal Express, Express Mail or other overrnight courier service, sent to the address on the first page hereof or such other address for notice as the parties shall last have furnished in writing to the person giving the notice or (c) sent by facsimile transmission with a copy delivered pursuant to (a) or (b) above. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by facsimile transmission as of the date and time of transmission, and (iii) if sent by Federal Express, Express Mail or other reputable overnight courier service, upon the earlier of the date of receipt or one (1) business day after posting thereof. If a notice is mailed in the manner provided above, it is duly given, whether or not the addressee received it.
- 29. INVALIDITY: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. <u>DISPLITE</u>: If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by Stock pursuant to the self-help remedies of paragraph 24, and the parties cannot resolve the matter between themselves within sixty (60) days after Stock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a dispute arise between Stock and a buyer of a residence regarding materials supplied or work performed by Subcontractor, Subcontractor agrees to participate in, and be bound by, arbitration proceedings between Stock and the buyer.
- 31. <u>JURISDICTION and PRESUMPTION</u>: This Agreement shall be governed by and construed under the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, or being agreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.
- 32. WAIVER: Except as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto. No waiver by either party of any failure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. <u>COUNTERPARTS and FACSIMILE/PDF SIGNATURES</u>: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Signatures given via facsimile or scan PDF transmission and shall be deemed given as of the date and time of transmission to the other party and shall be deemed original.
- 34. <u>PERSONS BOUND</u>: The provisions of this Agreement shall inure to the benefit of, and shall bind, the heirs, executers, administrators, successors and assigns of the respective parties. No person shall be deemed to be a third party beneficiary of this Agreement or any portion thereof. Subcontractor may not assign this Agreement without Stock's prior written consent, which consent Stock may withhold in its sole



and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor five (5) days written notice thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STOCK:

STOCK CONSTRUCTION, LLC, a Florida limited Hability company

Print Name: 433

SUBCONTRACTOR:

Subcontractor Entity Name

Penti Na

Page 12 of 12 Rev 01/07/2011 Stock Initials______
Subcontractor Initials_____



2647 Professional Circle • Suite 1201 • Napies, FL 34119

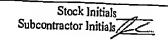
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THIS AC	REEMENT ("Agreement") made and entered into this day of	ganco. C
Construct	ion, LLC, a Florida limited liability company ("Stock") and	, 20, by and between Stock
; () () () () () () () () (i) (te	As used herein the following terms shall have the meanings specified unlead "Contract Documents" shall mean this Agreement, together with any objectifications issued or utilized in connection with Work performed by Sib) "Subcontractor" shall have the meaning specified in the beginning party of "FHA" shall mean the Federal Housing Administration. d) "Plans and Specifications" shall mean approved foundation plans, framet details, and other specifications, including FHA manuals. e) "Pricing Addendum" shall have the meaning specified in Paragraph 4. c) "Stock" shall have the meaning specified in the beginning paragraph of the "VA" shall mean the U.S. Department of Veterans Affairs. e) "Work" shall include, without limitation, any and all of the work specificated work, work included on all Work Notification Forms, unbudgeted work becontractor. "Work Notification Form" shall mean a written order issued by Stock to m Work Notification Form shall include forms designated "Purchase Ordinal designations and containing certain information about commencing	Work Notification Forms, Pricing Addendums, and Plans and alternative. Agraph of this Agreement. This Agreement.
2. The destruction of the destruction of the destruction destructi	e purpose of this Agreement is to fix the obligations of Stock and Subcorscribed Work. Subcontractor acknowledges that this Agreement is nonexentity for the performance of work which is the same or similar to that de third party contracts with any other subcontractor, laborer and/or materisbcontractor will ensure that such other work performed by third party subcontractor's performance under the Contract Documents and all such other work such third party subcontractors laborers, or material men. This As or issue Work Notification Forms to Subcontractor.	attractor as to the performance by Subcontractor of certain clusive and that Stock is free to contract with any other person scribed in this Agreement. Subcontractor is also free to enter ial men for the provision of the Work to be provided hereunder, contractors, laborers and material men does not interfere with
3. The	e Work to be performed by Subcontractor shall be more specifically described as:	ibed in subsequently issued Work Notification Forms but is
	ie No:	
4. Atta	ched hereto as a part of this Agreement, Subcontractor has submitted a si nowledged thereon by Stock, which specific Pricing Addendum is incorp ified by Subcontractor only by a subsequent written and dated amendmen	gned and dated Pricing Addendum, receipt of which is

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which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and absolute discretion. Upon acceptance and approval by Stock, such amended Pricing Addendum shall be attached hereto and incorporated herein by reference. The Pricing Addendum in effect at the time of the issuance or any Work Notification Form shall be applicable to all Work to be performed thereunder, without variation, unless otherwise approved in writing by Stock. Subcontractor acknowledges that its compensation is a fixed contractual rate, subject to modification under the next clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor agrees that payment shall be made to the entity named in the beginning paragraph of this Agreement, and not to any individual person which provides Work pursuant to this Agreement.

- 5. In conjunction with this Agreement, Stock may issue Work Notification Forms from time to time, covering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification to or referenced in a Work Notification Form issued by Stock, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and/or this Agreement and any remaining portions of agreement between Stock and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.
- 6. Notwithstanding anything in this Agreement to the contrary, Subcontractor's right to any payment under this Agreement is expressly contingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Form has been completed satisfactorily; (2) If requested by Stock, the Subcontractor delivering to Stock a full and complete release of all liens and claims of Subcontractor and any and all of its subcontractors and suppliers of materials, labor, equipment, work, tools, services and form satisfactory to Stock) that provides that so far as Subcontractor is able to ascertain, no person or entity other than the persons or other items furnishing such waivers and releases, has a right to any such lien or claim for materials, labor, equipment, work, tools, services or other items furnished in connection with the Work.

Notwithstanding anything in this Agreement to the contrary, if requested by Stock, Subcontractor's failure to supply these lien waivers and releases will negate any request for payment until such time as the lien waivers and releases are provided. If any lien or claim remains outstanding after all payments are made, Subcontractor shall refund to Stock all monies that Stock may be compelled to pay in discharging or resolving such lien or claim, including, without limitation, attorney's fees and costs. If Subcontractor fails to make any such refund within fifteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in breach of this Agreement, and Stock may, in addition to any other right and remedy, withhold from any sums due or to become due Subcontractor under this or any other Agreement such amount as may be required, in Stock's sole discretion, to discharge or resolve any such lien or claim, and to reimburse Stock for the applicable fees and costs incurred by Stock. Subcontractor shall defend, indemnify and hold harmless Stock and Stock's purchaser from the operation and effect of any lien or encumbrance arising out of the performance of Subcontractor's work, and shall turn over the property subject to the Work, including any improvements thereon, to Stock free and clear of all such liens and encumbrances. If any such lien or encumbrance is claimed by any person or entity performing any portion or Subcontractor's work, Subcontractor shall, immediately upon verbal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the lien or encumbrance from the real property to the bond. If Subcontractor continues to receive payments from Stock, Subcontractor will hold these payments and the rights to future payments from Stock in trust for the benefit of, and to be first applied to payment of those subcontractors, laborers, equipment suppliers and material suppliers who have performed any portion of Subcontractor's work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurred in the performance of Subcontractor's work are not being promptly paid, Stock may, upon giving written notice to Subcontractor, take any steps deemed necessary to ensure that any payments from Stock to Subcontractor shall be utilized to pay such obligations. Upon such written notice, Stock may require Subcontractor to supply satisfactory evidence that Subcontractor's obligations have been paid or to post a payment and performance bond for the protection of Stock, its purchaser, and those to whom Subcontractor has an obligation for payment. The failure of Subcontractor to provide either of these means of security shall entitle Stock to retain out of any payment due or become due to Subcontractor a reasonable amount to protect Stock from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by



Acceptance of Work and payment therefore by Stock under this paragraph shall not be construed as a waiver by Stock for Work later found defective and shall not release the Subcontractor from liability under any warranty for defective Work or for any obligation to perform warranty service Work.

7. Subcontractor expressly agrees to read and familiarize itself completely with all Contract Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form, to independently verify all information furnished by Stock Subcontractor shall be responsible for the receipt, delivery, unloading, storage, warehousing, protection, insurance and all other risks of Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any laws, ordinances, site. All Plans and Specifications furnished to Subcontractor by Stock are the property of Stock and shall not be duplicated or used for any shall be solely responsible for all construction under this Agreement and any Work Notification Form, including the techniques, sequences, give it the attention necessary for such proper supervision and direction.

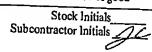
Subcontractor shall perform all labor in a thorough and workmanlike manner, according to the highest standards of the trade. Subcontractor warrants that all labor done and any materials furnished by Subcontractor will meet or exceed FHA minimum property standards, VA requirements, any applicable building code requirements and all Stock requirements. Should a dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished hereunder, which concerns the parties hereto only, or which concerns Subcontractor and any other contractor(s), subcontractor(s) or supplier(s), the dispute shall be decided by Stock, whose decision thereon shall be final and conclusive. In any event, and in spite of any dispute, claim, or controversy arising out of this Agreement, Subcontractor shall proceed diligently with the Work, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy. Subcontractor has made an independent investigation of the work which may be performed by Subcontractor to overcome any unanticipated, underground, or concealed conditions. Subcontractor waives any and all rights and claims for any changes to the Work Notification Form amount for any items or claims which Subcontractor could have become aware of prior to accepting the Work Notification Form and/or commencing Work thereunder had its examinations of the project been conducted in a reasonable manner.

- Subcontractor shall cooperate with all other contractors engaged by Stock to the effect that their work shall not be impeded and shall give such other contractors access to the job site necessary to perform their contracts. Subcontractor shall perform the Work in a prompt and promote the progress of the entire project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor, Subcontractor will pay for all stock. Any materials that are to be furnished by Subcontractor hereunder shall be furnished in sufficient time to enable Subcontractor to its sole discretion, Subcontractor falls behind in furnishing the necessary labor and/or materials to meet the schedule established by Stock, limited to, increasing the labor force, number of shifts and/or work such overtime as may be required, at its own expense, to bring its part otherwise due under this Agreement, for any and all damages that Stock may sustain as a result of such delays by Subcontractor. Time is
- Subcontractor shall be responsible for inspecting any work of another contractor that may affect its own Work and shall report in writing to Stock any defects in such work upon discovery of the defect prior to commencing any portion of the Work, or it shall be deemed to have accepted such work as correct and fit to be accommodated into its own. If Subcontractor shall be delayed in the commencement, prosecution, or completion of the Work or shall be obstructed or hindered in the orderly progress of the Work by an act, failure to act, omission, neglect or default of Stock, any architect, another contractor or subcontractor, or any of their respective agents or employees, or by any cause beyond the control of Subcontractor, then the time fixed for completion of the Work may be extended in the sole discretion of Stock and only if Subcontractor notifies Stock in writing within forty-eight (48) hours of the discovery of the cause of such delay.

 Subcontractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrance

for any cause whatsoever, including but not limited to, the aforesaid causes, and agrees that Subcontractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.

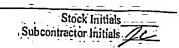
- 10. Subcontractor represents and warrants that it is fully qualified in all respects to perform the Work and shall at all times maintain strict discipline among its employees. Subcontractor agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which Subcontractor was retained. Subcontractor agrees that Company will not provide any training for the Subcontractor or its employees, agents, or subcontractors.
- 11. Subcontractor shall, at Subcontractor's sole expense, hold and maintain all required licenses, obtain all required permits and shall comply with all laws and ordinances and the rules, regulations, and orders of all public authorities relating to the performance of the Work. In the event of termination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, permits, contracts, subcontracts, and purchase orders relating to the Work. Subcontractor agrees that Company is not responsible for providing any tools or benefits for the Subcontractor or its employees, agents, or subcontractors.
- 12. Subcontractor agrees to comply with the Safety & Health Standards attached hereto and incorporated herein by reference and the requirements of the Occupational Safety and Health Act of 1970, as amended, and all other applicable federal, state and local health, safety, and Subcontractor hereby releases Stock of and from any and all liability of whatsoever nature because of any injury or injuries to Subcontractor, its employees, agents or subcontractors or any employees or agents of such subcontractors, or any other people doing work under an oral or written order or contract with Subcontractor.
- 13. Subcontractor agrees to, and hereby does, assume full responsibility for any and all acts, negligence or omissions of Subcontractor's employees, agents and subcontractors and any and all employees and agents of Subcontractor's subcontractors, and any and all other persons doing work under an oral or written order or contract with Subcontractor.
- 14. To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Stock (including its affiliates, parent and subsidiaries) and all of their officers, members, partners, directors, agents and employees (collectively the "Indemnified Parties") of, from and against any and all claims, liabilities, damages, costs and expenses, including, without limitation, contractual liabilities, damages, losses and expenses, including but not limited to, attorney's fees at trial and on appeal, arising out of, resulting from or related to the performance of the Work, or the performance of any construction or services required by the Contract Documents or performed by any subcontractors, laborers, materialman or agents, or the construction site, or the project, provided that any such claim, liability, damage loss or expense (1) is attributable to bodily injury, personal injury, sickness, disease or death, or to violations or alleged violations of the Occupational Safety and Health Act of 1970, as amended, or to regulations promulgated thereunder, or to violations or alleged violations of similar state laws and regulations, or to injury to or destruction of tangible property including the loss of use resulting therefrom, or to any defective work of Subcontractor, or to any breach by Subcontractor of this Agreement, and (2) caused in whole or in part by any act, failure to act, or omission of Subcontractor, any subcontractor of Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder, provided however, such party indemnified shall not be indemnified for the sole negligence or willful misconduct of such indemnified party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. In any and all claims against any party indemnified hereunder by any employee of Subcontractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefit acts. In addition, in no event shall Subcontractor's obligations hereunder be limited to the extent of any insurance available to or provided by Subcontractor. At its sole discretion, Stock may withhold, from time to time, from any monies otherwise due Subcontractor hereunder or under any other contract or agreement, a sum of money which, in the sole judgment of Stock, shall be sufficient to secure the performance of Subcontractor's obligations under this Paragraph. Notwithstanding the foregoing, the indemnification obligations described herein shall be limited to a maximum of \$5,000,000.00, or the amount of the contract sum, whichever is greater. The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and, specifically to comply with Florida Statutes, Section 725.06 and is to be interpreted in such a way as to be fully enforceable.
- 15. Subcontractor represents and warrants to Stock that all equipment and materials provided by Subcontractor and incorporated in the Work will be new, unless otherwise specified in the Plans and Specifications, and together with the Subcontractor's Work shall be of good



quality, free of defects and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment, materials and Work not so in conformity shall be defective. Subcontractor specifically agrees that it is responsible for the protection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said final completion. Inspection by Stock shall not relieve Subcontractor of its obligations herein. CONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY CONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS TITLE OF THE SUBJECT OF THE WORK, (HOUSE OR CONDOMINIUM UNIT) TO A PURCHASER OF THE HOUSE OR CONDOMINIUM UNIT, AND CONTINUING FROM SUCH DATE UNTIL THE LAST OF THE FOLLOWING TO OCCUR: (1) ONE YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTEN WARRANTY GIVEN BY STOCK TO SUCH PURCHASER OR (3) THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATUTORY WARRANTIES OF SUCH PURCHASER, OR SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY. IF ANY. CONTRACTOR AGREES TO MAKE, AT CONTRACTOR'S SOLE EXPENSE, ALL REPAIRS AND CORRECT SUCH DEFECTS IN ORDER TO MEET ANY OF CONTRACTOR'S WARRANTY OBLIGATIONS WITHIN EIGHT (8) HOURS OF NOTICE (ORAL OR WRITTEN) OF SUCH DEFECT IN AN EMERGENCY (DETERMINED BY STOCK IN ITS SOLE DISCRETION) AND WITHIN FOURTY-EIGHT (48) HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition, Subcontractor shall transfer any and all applicable manufacturer's warranties, together with all service and operating manuals for materials furnished by it under this Agreement, to Stock when the Work is completed or this Agreement is terminated, whichever Occurs first. The warranty contained in this paragraph 15 is in addition to any other special warranties required by contract or law, and such warranty does not negate or abridge Stock's right to assert claims for latent or patent defects in accordance with applicable law.

- 16. Subcontractor agrees to keep the job site and adjoining property free of waste material and rubbish caused by its Work or that of its subcontractors and to remove all waste materials and rubbish on completion or termination of its Work together with all tools, equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subcontractor shall conduct general clean-up operations, including, but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walls, where applicable. Any personal property left by Subcontractor on or around job site for thirty (30) days following completion of the Work, excluding any Work performed pursuant to warranty service obligations, will become the property of Stock.
- 17. Subcontractor shall not assign this Agreement or any payments due or to become due hereunder without the prior written consent of Stock, which consent may be withheld in the sole discretion of Stock. Payments to Subcontractor will be made in accordance with Stock's current published payment procedures, as the same may be amended from time to time. Payment to Subcontractor of all or any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or in any way waive or affect Stock's claims or rights against Subcontractor.
- 18. Stock reserves the right to make changes in the Work in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performance. All changes will be authorized by a new written Work Notification Form which will include conforming changes in any Pricing Addendum, payment schedule and/or time for performance.
- 19. Subcontractor shall procure and maintain insurance in form and amounts as set forth on Exhibit "A", attached hereto and incorporated herein by reference. Stock shall be named as an additional insured, loss payee and/or certificate holder on each of the policies as outlined on Exhibit "A". Prior to commencing any work under this Agreement, Subcontractor shall submit to Stock copies of policies or certificates that confirm insurance coverage. No policy will permit cancellation without 15 days prior written notice of cancellation to Stock and the certificates of insurance shall reflect such notice obligation. Failure of Subcontractor to maintain complete insurance may be deemed a material breach allowing Stock to terminate this Agreement, or to provide insurance at Subcontractor's sole expense, in neither case, however, shall Subcontractor's liability be lessened. Subcontractor acknowledges they shall not subcontract any part of this Agreement without supplying Stock proof that all sub agents insurance coverage complies with Exhibit A of this contract.
- 20. Immediately upon the performance of any part of the Work, as between Subcontractor and Stock, title thereto shall vest in Stock to the extent permitted by law; provided, however, the vesting of such title shall not impose any obligations on Stock or relieve Subcontractor of any of its obligations hereunder. Upon completion of the Work described in any Work Notification Form, Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is not in breach of this Agreement, and provided that Subcontractor is otherwise entitled to payment under this Agreement, upon notification to Stock, Stock shall pay Subcontractor for the Work described in the Work Notification Form in accordance with the Work Notification Form and the Pricing Addendum within twenty (20) days following Stock's receipt of a request for payment from Subcontractor. Subcontractor hereby agrees that if Subcontractor fails to request from Stock any sum, including, but not limited to, wages or contract sums due under this Agreement or

- any Work Notification Form, within ninety (90) days from the date they became due, said sums to Subcontractor and Subcontractor shall have no claim thereto.
- 21: TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS. MECHANICS OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR AGREES TO LOOK SOLELY. TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.
- 22. Subcontractor shall pay all taxes required by law in connection with the Work under this Agreement or any Work Notification Form, including sales, use and similar taxes. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL EMPLOYEES OF CONTRACTOR.
- 23. Should Stock notify Subcontractor (orally or in writing) that any part of the Work is incorrect and does not conform to the terms of the Contract Documents, Subcontractor shall immediately being to correct such defective work and shall complete such corrected work within shall waive the above described forty-eight (48) hour period and such refusal or failure to perform the corrective work, Subcontractor default by Subcontractor hereunder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the disturbance of work completed by other contractors:
- 24. CONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT IF:
 - (a) Subcontractor's Work is defective and not remedied as provided herein; or
 - (b) Subcontractor does not make prompt and proper payments to its employees, agents and/or subcontractors; or
 - (c) Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties:
 - (d) Another contractor is damaged by an act for which Subcontractor is responsible; or
 - (e) Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hour period; or;
 - (f) Subcontractor fails to perform warranty service under this Agreement or any other prior or contemporaneous Subcontractor Agreement with Stock; or
 - (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's (or Subcontractor's subcontractors or agents) violation of any law, ordinance, regulation, administrative ruling and/or court order; or
 - (h) Subcontractor becomes insolvent or any petition for bankruptcy is filed with respect to Subcontractor; or
 - (i) Subcontractor fails or neglects to prosecute the Work diligently and promptly, whether due to inadequate or incompetent supervision, insufficient skilled workers, lack of material or equipment, improper quantity or quality, or for any other reason not described herein;
 - (j) Subcontractor fails to comply with any terms of this Agreement or any Work Notification Form issued under this Agreement.
- 25. IF CONTRACTOR IS IN BREACH OF THIS AGREEMENT, IN ADDITION TO ANY AND ALL OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW, STOCK, IN ITS SOLE DISCRETION, MAY DO ANY OR ALL OF THE FOLLOWING:
 - (A) IMMEDIATELY TERMINATE THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR WRITTEN AGREEMENT WITH CONTRACTOR OR OTHER CONTRACTOR BASE AGREEMENT, BETWEEN CONTRACTOR.



AND STOCK AND DISMISS CONTRACTOR FROM THE JOB SITE BY PROVIDING CONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION.

- (B) ENGAGE OR EMPLOY OTHER CONTRACTORS TO REMEDY CONTRACTOR'S DEFECTIVE WORK, TO COMPLETE ANY PORTION OF THE WORK NOT COMPLETED BY CONTRACTOR; PERFORM CONTRACTOR'S WARRANTY SERVICE.

 OBLIGATIONS OR OTHER WISE CURE CONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND EXPENSE;
- (C) WITHHOLD FROM CONTRACTOR FOR UP TO ONE HUNDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUE OR BECOME DUE TO CONTRACTOR, WHETHER UNDER THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAGEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B) ABOVE OR OTHERWISE RELATING TO CONTRACTOR'S BREACH, INCLUDING, BUT NOT LIMITED TO, STOCK'S OVERHEAD AND PROFIT: AND/OR
- (D) WITHHOLD FROM CONTRACTOR FOR UP TO ONE (1) YEAR AN AMOUNT, WHICH AMOUNT SHALL NOT EXCEED FIVE PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORK; TO INSURE SUBCONTRACTOR'S PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS, STOCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANTY SERVICE.
- 26. This Agreement may also be terminated and Subcontractor dismissed from the job site by Stock at any time in its sole discretion, with or without cause, by providing Subcontractor with written notice of such termination, and such termination shall be effective as of the time and date stated in such written notice. In the event of termination of the Agreement pursuant to this section without cause, Stock shall pay incurred and all materials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor acknowledges and agrees that if Subcontractor is terminated pursuant to this section with cause, Subcontractor shall have no claim against Stock for any additional sums, including, without limitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or sums whatsoever. The termination payment described herein, if applicable, is Subcontractor's sole.
- 27. This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are no other agreements, oral or written, by and between the parties hereto, except as to Subcontractor's warranties under any prior or contemporaneous Subcontractor Agreements with Stock, which warranties are incorporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subcontractor is that of an independent contractor.
- 28. Subcontractor expressly agrees that all warranties made by it in this Agreement shall survive the termination or expiration of this Agreement for any reason prior to the expiration of the full warranty period.
- 29. All notices required to be given to Stock or Subcontractor shall be sent to the address shown on the front of this Agreement or to such other address as the parties may provide in writing.
- 30. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never comprised a part of invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by Stock pursuant to the self-help remedies of paragraph 24, and the parties cannot resolve the matter between themselves within sixty (60) days after Stock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration.

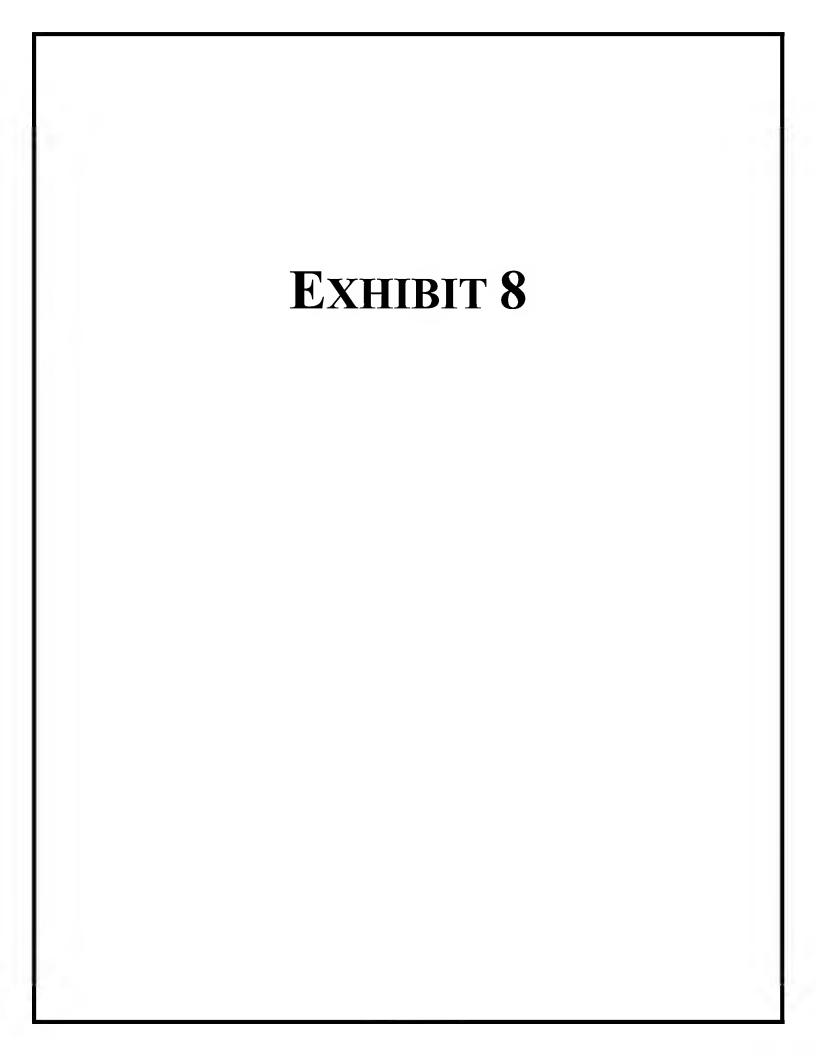
Stock Initials ______
Subcontractor Initials _____

Page 7 of 8 Rev 03/2009 Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a dispute arise between Stock and a buyer of a residence regarding materials supplied or work performed by Subcontractor, Subcontractor agrees to participate in, and be bound by, arbitration proceedings between Stock and the buyer.

- 31. This Agreement shall be governed by and construed under the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, or being agreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.
- 32. Except as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto. No waiver by either party of any failure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. The provisions of this Agreement shall inure to the benefit of, and shall bind, the heirs, executers, administrators, successors and assigns of the respective parties. No person shall be deemed to be a third party beneficiary of this Agreement or any portion thereof. Subcontractor may not assign this Agreement without Stock's prior written consent, which consent Stock may withhold in its sole and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor five (5) days written notice

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

	as of the day and year first above written.		
STOCK:	SUBCONTRACTOR:		
STOCK CONSTRUCTION, LLC, a Florida limited liability company	JMC Painting & Worterprosking In (Subcontractor Entity Name)		
Print Name: BB TMG Title: Prescu of	By: Jahn Cipolla Title: Pres		





Subcontractor Base Agreement

NAME OF SUBCONTRACTOR: PACE FINCLOSURES INC
OWNERSHIP OF CORPORATION C PARTNERSHIP PROPRIETOR SHIP THE LIMITED LIABILITY COMPANY
NAMEST OF PRINCIPAL OFFICERS, PARTNERS OF OWNERS MUTATERS OF OWNERS MUTATERS OF COLOR LUIS GIFCIGO, EMAYIN
SUBCONTRACTOR'S EIN OR SOCIAL SECURITY NO:
BUSINESS ADDRESS; 18101 CRYSTAL CONDO 120AD
FORT MY ERS FL 33966
PHONE (39)275-3818 FN(239)-275-6346 EMAIL PENCIOSUCES 1 @ hotmail no
THIS AGREEMENT ("Agreement") made and entered into this 28 day of AUGUSE , 2014, by and botween Stook
Construction, LLC, a Florida limited liability company, its successor and/or assigns ("Stock") and PACE ENCLOUSURES;
FUC. 9 Flurida (Subcontrator).
(Subcompany)
1. As used herein the following terms shall have the meanings specified unless the context otherwise requires.
(a) "Bid Proposal" shall have the meaning specified in Paragraph 4.
(b) "Contract Documents" shall mean this Agreement, together with any and all Subcontractor Safety & Health Standards (Field
Guidelines), Work Notification Forms, Bid Proposals, and Plans and Specifications issued or utilized in connection with Work performed
by Subcontractor,
(c) "FHA" shall mean the Pederal Housing Administration.
(d) Plans and Specifications, shall mean approved foundation plans, frame plans, floor plans, elevation plans, blueprints, construction
sheet details, and other specifications, including FHA manuals.
(c) "Project" shall mean the following:
(f) "Stock" shall have the meaning specified in the beginning paragraph of this Agreement.
(g) "Subcontractor" shall have the meaning specified in the beginning personaph of this Agreement and shall include Subcontractor's
subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable.
(h) "VA" shall mean the U.S. Department of Veterans Alfairs.
(i) "Work" shall include, without limitation, any and all of the work specified in Peregraph 3 below, and any and all change order work,
extra work, work included on all Work Notification Porms, unbudgeted work, and other work directed by Stock in be performed by
Subcontractor, including but not limited to the management, supervision, financing, labor, materials, tools, fuel, supplies, utilities,
equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike
manner the Work required by the Contract Documents.
(f) "Work Notification Form" shall mean a written order issued by Stock to Sabcontractor specifying cortain Work to be performed; the
term Work Notification Form shall include forms designated "Purchase Order", "Job Start Order", "Field Purchase Order", and other
similar designations and containing certain information about commencing such Work and the payment for such Work.
2. NON-EXCLUSIVITY: The purpose of this Agreement is to fix the obligations of Stock and Subcontractor as to the performance by
Subcontractor of certain described Work. Subcombactor school wedges that this Agreement is nonexclusive and that Stock is free to
contract with any other person or entity for the performance of work which is the same or similar to that described in this Agreement.
Subcontractor is also free to enter into third party contracts with any other subcontractor, laborer and/or materialmen for the provision of
the Work to be provided hereunder. Subcontractor will ensure that such other work performed by third party subcontractors, laborers and
materialmen does not interfere with Subcontractor's performance under the Contract Documents and all such other contracts shall not be
deemed a direct contract between Stock and such third party subcontractors laborers, or materialmen. This Agreement shall not be
construed as obligating Stock to accept bids or issue Work Notification Forms to Subcontractor.

Page 1 of 12 Rev 01/07/2011 Subcontractor Initials

3. SCOPE OF WORK: T	he Wark to be perfor	med by Subcontractor shall be	more specifically dos	cribed in subscripently is	sued Work
Notification Forms but	is gonerally describe	in Screen e	UC 1020 Les	to incl	vde'
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As set forth above, in conjunction with this Agreement, Stock may issue Work Notification Forms from time to time, covering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Subcontractor's proposal, estimate or similar document is antiched to or referenced in a Work Notification Form issued by Stock, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and or this Agreement and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Stock and Subcontractors. No substitutions shall be allowed in the performance of the Work unless expressly provided in the Plans and Specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor that opproval thereof.

4. PRICING and PAYMENTS: Subcontractor has submitted to Stock a Bid/Proposal pursuant to Stock's "fivitation to bid" for Work, receipt of which is acknowledged thereon by Stock, which Bid/Proposal is incorporated herein by reference. The Bid/Proposal may be modified by Subcontractor only by a subsequent written and dated amendment, as improved by and receipt of which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and absolute discretion. Upon acceptance and approval by Stock, such amended Bid/Proposal shall be attached hereto and incorporated herein by reference. The Bid/Proposal in effect at the time of the issuance or any. Work Notification Form shall be applicable to all Work to be performed thereunder, without variation, unless otherwise approved in writing by Stock. Subcontractor ecknowledges that its compensation is a fixed contractual rate, subject to modification under the past clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor agrees that payment shall be made to the early maned in the beginning paragraph of this Agreement, and not to any individual person which provides Work pursuant to this Agreement.

Notwithstanding anything in this Agreement to the contrary, Subcontractor's right to any payment under this Agreement is expressly contingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Form has been completed attisfactorily; (2) If requested by Stock, the Subcontractor delivering to Stock a full and complete release of all liens and claims of Subcontractor and any and all of its subcontractors and suppliers of numericals, labor, equipment, work, tools, scrylers and other items furnished in connection with the Work, and (3) If requested by Stock, the Subcontractor delivering to Stock an affidivit (in a form satisfactory to Stock) that provides that so far as Subcontractor is able to ascertain, no person or entity other than the persons or entities furnishing such waivers and releases; has a right to any such lien or claim for materials, labor, equipment, work, tools, services or other items furnished in connection with the Work.

Notwithstanding anything in this Agreement to the contrary, if requested by Stock, Subcontractur's failure to supply these Hen walvers and releases will negate any request for payment until such time as the lien waivers and releases are provided. If any lien or claim remains uniterating after all payments are made, Subcontractor shall reliend to Stock all monies that Stock may be compelled to pay in discharging of resolving such lien or claim. Including, without limitation, attorney's fees and corts. If Subcommeter falls to make any such redund within fifteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in breach of this Agreement, and Stock may, in addition to any other right and remedy, withhold from any sums due or to become due Subcontractor under this or any other Agreement ruch smount as may be required, in Stock's sole discretion, to discharge or resolve any such lies or claim, and to reimburne Stock for the applicable fees and costs incurred by Stock. Subcontractor shall defend, indemnify and hold fermless Stock and Stock's purchaser from the operation and effect of any lien or encumbrance arising out of the performance of Subcontractor's work, and shall turn over the property subject to the Work, including any improvements thereon, to Stock free and clear of all such liess and cocumbrances. If any such lien or encumbrance is claimed by any person or entity performing any portion or Subcontractor's work. Subcontractor shall, immediately upon verbal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the iten or encumbrance from the real property to the bond. If Subcontractor continues to receive payments from Stock, Subcontractor will hold these payments and the rights to future payments from Stock in trust for the benefit of, and to be first applied to payment of those subcontractors, laborers, equipment suppliers and material suppliers who have performed any portion of Subcontractor's work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurred in the performance of Subcontractor's work are not being promptly paid, Stock may, upon giving written notice to Subcontractor, take any steps deemed necessary to ensure that any payments from Stock to Subcontractor shall be utilized to pay such obligations. Upon such written notice, Stock may require Subcontractor to supply satisfactory evidence that Subcontractor's obligations have been paid or to post a payment and performance bond for the protection of Stock, its purchaser, and those to whom Subcontractor has an obligation for payment. The failure of Subcontractor to provide either of these means of security shall entitle Stock to retain out of any payment due or become due to Subcontractor a reasonable amount to protect Stock from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by Subcontractor.

Acceptance of Work and payment therefore by Stock under this paragraph shall not be construed as a waiver by Stock for Work later found defective and shall not release the Subcontractor from liability under any warranty for defective Work or for any obligation to perform warranty service Work.

5. SUBCONTRACTOR REVIEW and INSPECTION: Subcontractor expressly agrees to read and familiarize itself completely with all Contract Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form, to independently verify all information furnished by Stock or contained in the Plans and Specifications and to inspect the job site. before starting any Work under a Work Notification Form. Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any laws, ordinances, rules, regulations or orders of any public authorities observed or known to Subcontractor in the Work. Plans and Specifications or at the job site. All Plans and Specifications furnished to Subcontractor by Stock are the property of Stock and shall not be duplicated or used for any purpose other than the performance of the Work and must be returned to Stock at the completion of Subcontractor's Work. Subcontractor shall be solely responsible for all construction under this Agreement and any Work Notification Form; including the techniques, appendence, procedures and means, and for coordination of all Work.

Subcontractor has made an independent investigation of the site, and the soil conditions and has satisfied itself as to all of these conditions are the Bid Proposal include payments for all Work which may be performed by Subcontractor to overcome any unanticipated, underground, or cancersied conditions. Subcontractor warves any and all rights and claims for any changes to the Work Notification Form amount for any items or claims which Subcontractor could have become aware of prior to accepting the Work Notification Form and/or commencing Work thereunder had its examinations of the Project been conducted in a reasonable momer.

Subcommetor shall be responsible for inspecting any work of another contractor that may affect its own Work and shall report in writing to.

Stock any defects in such work upon discovery of the defect prior to commencing any portion of the Work, or it shall be deemed to have accepted such work as corner and fit to be accommodated into its own. If Subcontractor shall be delayed in the commencement, prosecution, or excepted on the Work or shall be obstructed or hindered in the orderly progress of the Work by an act, fallure in act, omission, neglect or default of Stock, any architect, another contractor or subcontractor, or any of their respective agents or employees, or by any cause beyond the control of Subcontractor, then the time fixed for completion of the Work may be extended in the sole discretion of.

Stock and only if Subcontractor notifies Stock in writing within forty-eight (48) hours of the discovery of the cause of such delay.

Subcontractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrance for any cause whathever, including but not limited to, the aforesaid causes, and agrees that Subcontractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.

PROSECUTION OF WORK: Subcontractor shall cooperate with all other contractors engaged by Stock to the effect that their work shall not be impeded and shall give such other contractors access to the job site necessary to perform their contracts. Subcontractor shall perform the Work in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as Stock may direct so as to promote the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor, Subcontractor will pay for all costs and damages incurred by such other party and will essee all such damage to be corrected to the satisfaction of and without cost to Stock. Any materials that are to be farmished by Subcontractor hereunder shall be farmished in sufficient time to enable Subcontractor to perform and complete its Work with the time or times provided for herein or in any Work Notification Form. If, in the opinion of Stock, in its sole discretion, Subcontractor falls behind in furnishing the necessary labor and/or materials to meet the schedule established by Stock, then Subcontractor shall take such risps and actions as are deemed necessary by Stock to improve the rate of progress, including, but not limited to, increasing the inhor three, number of shifts and/or work such overtime as may be required, at its own expense, to bring its part of the Work up to the schedule established by Stock. Subcontractor agrees to relations of such delays by Subcontractor. Time is of the essence in this Agreement.

Subcontractor shall perform all labor in a thorough and workmanlike manner, according to the highest standards of the trade.

Subcontractor warrants that all labor done and any materials furnished by Subcontractor will meet or exceed FHA minimum property standards, VA requirements, any applicable building code requirements and all Stock requirements. Should a dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished hereunder, which concerns the parties hereto only, or which concerns Subcontractor and any other contractor(s), subcontractor(s) or supplier(s), the dispute shall be decided by Stock, whose decision thereon shall be final and conclusive. In any event, and in spite of any dispute, claim, or controversy arising out of this Agreement, Subcontractor shall proceed diligently with the Work, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy.

- 7. MATERIALS and EQUIPMENT: Subcontractor shall secure and maintain material ordered by Subcontractor until completion of the Work and satisfaction acceptance by Stock. Subcontractor shall be responsible for the receipt, delivery, unloading, holsting storage, warehousing, protection, insurance and all other risks of loss relating to any materials or equipment Subcontractor is to famish, matall, provide, or have provided to it under this Agreement. Subcontractor shall keep adequate supply of materials on hand at all times, as required to meet production schedules. Subcontractor shall be responsible for the security of all materials on the jobsite. Further, if the Work requires the installation of materials furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided, and to thereupon handle, store, and install the items with such skill and care to ensure a satisfactory and proper installation. Loss or damage to the materials due to acts of negligence by the Subcontractor shall be deducted from any encounts due or to become due to the Subcontractor.
- 8. SUBCONTRACTOR REPRESENTATIONS: Subcontractor represents and warrants that it is fully qualified in all respects to perform the Work and shall at all times maintain strict discipling among its employees. Subcontractor shall supervise and direct the Work competently, and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Subcontractor shall be responsible to see that the finished Work compiles accounted with the Contract Documents. Subcontractor agrees not to employ any person unfit or without sufficient skill to perform the job for which subcontractor was retained for the Project. Subcontractor agrees that Stock shall not provide training of any kind. Accordingly, it is the sole responsibility and expense of Subcontractor to provide training for the Subcontractor or its employees, agents, or subcontractors.

Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Subcontractor shall comply with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract Documents.

Subcontractor shall at all times remain an independent contractor, solely responsible for the Work, methods, techniques, procedures and supervision and coordinating all portions of the Work to be performed under this Agreement and Field Guidelines. No provision hereof shall be construed to make Subcontractor Stock's agent. All person amployed by Subcontractor, or Subcontractor's sub-contractors to perform services in connection with this Agreement shall be under the exclusive control and direction of Subcontractor or Subcontractor's, subcontractors, it being the intention of the parties that Subcontractor and its subcontractors shall be and remain an independent contractor. Stock shall not exert actual control, nor possess the right to control, the actions of the employees of Subcontractor or Subcontractor's subcontractors in performing duties under this Agreement.

Subcontractor shall fully protect the Work from loss or demage and shall beer the cost of any such loss or demage until final payment has been made. If Subcontractor or any one for whom Subcontractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Stock or Stock's separate contractors, Subcontractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Subcontractor.

Subcontractor shall not load nor permit my part of any structure or property to be loaded in my manner that will endanger that structure or property, nor shall Subcontractor subject any part of the Work or adjacent property to attended or pressures that will endanger it.

9. LICENSES and PERMITE: Subcontractor shall, at Subcontractor's sole expense, hold and maintain all required licenses, obtain all required permits and shall comply with all laws and ordinances and the rules, regulations, and orders of all public authorities relating to the performance of the Work. In the event of termination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, permits, contracts, subcontracts, and purchase orders relating to the Work. Subcontractor agrees that Stock is not responsible for providing any tools or benefits for the Subcontractor or its employees, agents, or subcontractors.

10. REGILATORY COMPLIANCE and HAZARDOUS SUBSTANCES: The Occupational Safety and Health Act of 1970, as amended (OSHA) has established regulations entitled OSHA Hazard Communication Standard. According to the regulations, unsuffecturers of hazardous materials are required to furnish Material Safety Data Sheets (MSDS) giving information on proper heading and precautionary measures in using the materials. Many substances commonly used in residential construction fit the description of hazardous materials established by OSHA. Subcontractor shall comply with all OSHA regulations pertaining to the work and any materials used in the work. Subcontractor shall have sole and exclusive responsibility for training its employees, subcontractors and suppliers in the proper handling of hazardous materials and any precautionary measures required. Subcontractor shall supply all protective clothing and devices necessary to protect its employees, subcontractors and suppliers from hazardous materials while on the site. Subcontractor shall obtain all MSDS's pertaining to any hazardous material used or created in the process of performing the work, and shall distribute copies of such MSDS's to Company and to all other contractors, subcontractors, and suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors and suppliers performing work on the site, copies of all MSDS's for all hazardous materials used or created by such contractors, subcontractors or suppliers, and shall retain copies of such MSDS's and provide them to Subcontractors employees, subcontractors and suppliers as required by the OSHA regulations. In other words, Subcontractor must exchange MSDS's with all other contractors, subcontractors and suppliers, and implement a training program for its employees:

Subcontractor admowledges and understands that the Project may be subject to the requirements of the National Pollstant Discharge Elimination System, as amended (NPDES) and Clean Water Act, as amended (CWA). Subcontractor is fully aware of the NPDES and CWA and shall not in any way interfere, damage or in any way negatively impact the structures and for procedures in place or to be implemented at the Project pentalning to NPDES and CWA. Subcontractor shall be responsible for any loss, damage, fine and penalty incurred by Stock or its affiliates due to acts of negligenes by the Subcontractor and such costs and expenses shall be deducted from any amounts due or to become due to the Subcontractor. Further, Subcontractor shall indemnify Stock for any and all costs, fines, penalties and expenses incurred by Stock as a result of violations of NPDES and CWA caused by Subcontractor.

- 11. EMERGENCIES: In the event of an emergency affecting the safety or protection of persons or the Work or property at the job site or adjacent thereto, Subcontractor, without special instruction or authorization from Stock is obligated to act to prevent threatened duringe, injury or leas. Subcontractor shall give Stock written notice within twenty-four (24) hours after the occurrence of the emergency, if Subcontractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Stock determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Subcontractor fails to provide the twenty-four (24) hour written notice noted above, the Subcontractor shall be deemed to have waived any right it otherwise may have had to seek as edjustment Pricing or an extension to the term of this Agreement.
- 12: ASSIMPTION OF LIABILITY: Subcontractor agrees to, and bereby does, assume full responsibility for any and all acts, negligence or omissions of Subcontractor's employees, laborers, agreets, materialmen, and subcontractors and any and all employees and agents of the aforementioned, and any and all other persons doing work under an oral or written order or contract with Subcontractor.
- 13. INDEMNIFICATION. HOLD HARMLESS & DEFENSE: The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, at Subcontractor's sole expense, Subcontractor shall be at the risk of the and hold harmless both Stock and the Owner (if different from Stock) and their affiliated companies, parents, subsidiaries, partners, joint ventures, representatives, members, designocs, officers, directors, sharcholders, employees, agents, successors, and assigns (collectively referred to as "Indemnified Partyles") of, from, and against any and all claims concerning, pertaining to related to urising out of and/or connected with the Work and Contract Documents, including but not limited to demands, sulfs, liabilities, causes of action, damages, claims for bodily injury, death or damage to property, judgments, contractual liabilities, including costs and expenses associated thereto which include but is not limited investigative and repair costs, attorneys's fees and costs, consultants' fees and costs, and other expenses, any of which arise out of, relate to, result from, are occasioned by, contributed to by, connected with and/or are in any way caused, in whole or in part, by the acts of, omitsions, fallures and/or performance by Subcontractor sodior any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, as to any of the following (collectively referred to as "Claims"):
 - (a) Work as required by the Contract Documents and under this Agreement;
 - (b) construction or others services as required by the Contract Documents and under this Agreement;
 - (c) materials furnished as required by the Contract Documents and under this Agreement,
 - (d)violations or alleged violations of Occupational Safety and Health Act of 1970, as amended, or to regulations promulgated thereunder, and/or to violations or alleged violations similar state laws and regulations;

(c) injuries of to and or destruction of tangible property, including the loss of use or economic loss resulting therefrom:

(f)defectively, performed and/or alleged defectively performed Work by Subcontractor and/or any of its subconfractors, laborers, materialmen, agents, or employees, or suyone for whose acts any of them may be liable; (g)breach of this Agreement, and/or

(h)acts or omissions which include negligent or willful misconduct of Subcontractor, and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, whether active or passive.

In Whole or in Part: Subcontractor's obligation to indemnify, defend and hold harmless the indemnified Parties, shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this Paragraph 13.

Subcontractor's obligation to indemnify, defend and hold farmless the Indemnified Parties is applicable whether any Claims are caused in part by any of the Indemnified Parties, whether active or passive.

Subcontractor's obligation to Indemnify, defend and hold bemiless the Indemnified Parties is applicable whether any Claims are caused in part by the concurrent action, omission(s) by and/or negligence of any of the Indemnified Parties, whether active or passive, provided however, said Indemnified Party shall not be indemnified for its own sole negligence or willful misconduct.

Limitations on Obligations & Florida Statutes. Section 775.06: With regard to any and all Claims, Subcontractor's obligation to indemnify, defend and hold hamaless the Indemnified Parties shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Exhibit. "A", or benefits payable by/for Subcontractor ander workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing, Subcontractor's obligation to indemnify, defend and hold hamaless the Indemnified Parties shall be limited to the greater of:

(a)A maximum of \$5,000,000.00; or

(b)the amount of this Agreement sum; or

(c)the maximum amount of insurance coverage limits available to the Subcontractor under any and all policies of insurance and applicable to any Claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Paragraph 13 is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and effect.

Duty to Defend: Subcontractor's duty to defend under this Paragraph 13 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate Hability of Stock and/or any Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any person or entity with written notice of such Claim being provided to Subcontractor.

Survival Provision: Subcommeter's obligation to indemnify, defend and hold harmless will survive the expiration or earlier termination of 'this Agreement until it is determined by final judgment that an action against the Indemnified Partyles for any and all matters indemnified it fully and finally barred by the applicable statute of limitations.

Waiver of Subrogation: Subcontractor waives any rights of subrogation against Stock and shall require any of Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable to waive their subrogation rights against Stock.

Secure Performance: At its sole discretion, Stock may withhold, from time to time, from any monies otherwise due Subconnector hereunder or under any other contract or agreements, a sum of money, which, in the sole judgment of Stock, shall be sufficient to secure the performance of Subconnector's obligations under this Perspreph 13.

Notice: Stock shall provide written notice of any Claims within alary (60) days after Stock becomes reasonably aware that Subcommeter may be liable for any such Claims.

14. SUBCONTRACTOR WARRANTIES: Subcontractor represents and warrants to Stock that all equipment and materials provided by Subcontractor and incorporated in the Work will be new, unless otherwise specified in the Plans and Specifications, and together with the Subcontractor's Work shall be of good quality, free of defects and in conformity with the Contract Documents. It is understood between the puries hereto that all equipment, materials and Work not so in conformity shall be defective. Subcontractor specifically agrees that it is responsible for the protection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said final completion. Inspection by Stock shall not relieve Subcontractor of its obligations herein. SUBCONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY

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SUBCONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS TITLE OF THE SUBJECT OF THE WORK, (HOUSE OR CONDOMINIUM UNIT) TO A PURCHASER OF THE HOUSE OR CONDOMINIUM UNIT, AND CONTINUING FROM SUCH DATE UNTIL THE LAST OF THE FULLOWING TO OCCUR: (1) ONE YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTEN WARRANTY GIVEN BY STOCK TO SUCH PURCHASER OR (3) THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATUTORY WARRANTIES OF SUCH PURCHASER; OR SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY, IF ANY. SUBCONTRACTOR AGREES TO MAKE, AT SUBCONTRACTOR'S SOLE EXPENSE, ALL REPAIRS AND CORRECT SUCH DEFECTS IN ORDER TO MEET ANY OF SUBCONTRACTOR'S WARRANTY OBLIGATIONS WITHIN EIGHT (3) HOURS OF NOTICE (ORAL OR WRITTEN) OP SUCH DEFECT IN AN EMERGENCY (DETERMINED BY STOCK IN ITS SOLE DISCRETION) AND WITHIN FORTY-EIGHT (45). HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition, Subcontractor shall transfer any and all applicable menubeturer's warranties, together with all service and operating manuals for materials furnished by it under this Agreement, to Stock when the Work is completed or this Agreement is terminated, whichover Occurs first. The warranty contained in this paragraph 14 is in addition to any other special warranties required by contract or law, and such warranty does not negate or shridge Stock's right to assert claims for latend or patent defects in eccordance with applicable law.

The Subcontractor agrees to eatisfy such warranty obligations which appear within the warranty or guarantee periods established in the Contract Documents without cost to the Owner or the Contractor. Here guarantee of warranty is required of the Contractor in the Contract. Documents, then the Subcontractor shall guarantee or warranty the Subcontractor Work for the period of one (1) year from the date(s) of conveyance to the god user.

The Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Subcontractor's Work prior to final payment.

All guarantees and warranties must be submitted to the Contractor in a form acceptable in the Contractor prior to and an a condition for final payment.

Subcontractor expressly agrees that all warranties made by it in this Agreement shall survive the termination of expiration of this . Agreement for any reason prior to the expiration of the full warranty period.

- 15. RUBBISH and DEBRIS: Subcontractor agrees to keep the job site and adjoining property free of waste material and publish caused by its Work or that of its subcontractors and to remove all waste materials and publish on completion or remination of its Work together with all tools, equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subcontractor shall conduct general clean-up operations, including, but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walks, where applicable. Any personal property left by Subcontractor on or around job site for thirty (30) days following completion of the Work, excluding any Work performed pursuant to warranty service obligations, will become the property of Stock:
- 16. ASSIGNMENT: Subcontractor shall not assign this Agreement or any payments due or to become due hereunder without the prior written consent of Stock, which consent may be withheld in the sole discretion of Stock. Payments to Subcontractor will be made in accordance with Stock's current published payment procedures, as the same may be amended from time to time. Payment to Subcontractor of all or any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or in any way waive or affect Stock's claims or rights against Subcontractor.
- 17. CHANGES: Stock reserves the right to make changes in the Work in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performance. All changes will be authorized by a new written Work Notification Form which will include conforming changes in any Bid Proposal, payment schedule and/or time for performance.
- 18. INSURANCE REQUIREMENTS: Subcontractor shall procure and maintain insurance policies in the form and amounts as set forth on Exhibit "A"; attached hereto and incorporated herein by reference. All coverage shall be placed with an insurance carriers duly admitted in the State of Florids and shall be reasonably acceptable to Stock. All insurance carriers must maintain an A.M. Best rating of "A-VIII" or better. Certified copies of all insurance policies must be made available and provided to Stock within ten (10) days of Stock's request. The word "Claims" used in this Paragraph 18 has been defined in Paragraph 13 above.

Endorsements in Insurance Policies. In addition to Exhibit "A", the Subcontractor shall carry and maintain commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing coverage equal to or greater than said form). All policies of liability insurance shall contain an Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing coverage equal to

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or greater than said form which would at a minimum additional insured status with respect arising out of Subcontractor's Work pursuant to the Commerce Documents and which provides coverage both during the products completed operations hazard period.) Such insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal and advertising injury, bodily injury, property damage, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability, excess or umbrella coverage forms which contains any of the following:

(a) Limitations or Modification of Contractual Liability Language;

(b) Limitations or exclusions for Damage to Work Performed by Sub Contractors;

(c) Limitations or Exclusions for Residential Work

(d) Limitations or Exclusions for Multi-Unit Dwellings

(e) Limitations or Exclusions related to explosion, collegie, underground property damage;

(f) Pollution Exclusions; or

(g) work performed by subcontractors,

Additional Insured: Stock shall be named as an additional insured, loss payee and certificate holder on each of the policies as outlined in Exhibit "A". Coverage under all policies shall be afforded to the additional insureds whether or not any Claims are actually in litigation.

Stock shall remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project that is the subject of this Agreement and the Contract Documents regardless of the date when the Subcontractor's subcontractor's subcontractor, laborers, materialmen, agents, employees, and/or anyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, and/or regardless of the dates any certificates of occupancy are issued. Subcontractor's obligation to have Stock remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project will survive the expiration or earlier termination of this Agreement until any and all Claims are fully and finally barred by the greater of any and all applicable statute of ilmitation or statute of repose.

Priority of Insurance Coverage: It is the intent of the parties that all available and applicable insurance coverage of the Subcommetor, whather primary or excess or umbrella policies, he primary coverage for any and all Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, regardless of who makes said Claims. Purther, the parties intend that Stock's insurance policies be excess over any and all available and applicable insurance policies of Subcontractor for the purposes of indemnity and defense of Stock.

Conflicter of Insurance: Prior to commencing any Work under this Agreement, Subcommenter shall submit to Stock copies of policies or Conflicte of Insurance that confirm appropriate insurance coverage.

Each Certificate of Insurance shall provide that the Insurer must give Stock at least ninety (90) days prior written notice of non-renewal or material change in coverage and termination of the coverage thorounder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply Stock with a new and replacement Certificate of Insurance and additional insured endorsements as proof of renewal replacement policies of Insurance.

Subcontractor's Notice to Insurance Cerriers and Agents: Prior to commencing any Work under this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" and all amendments to each of its insurance agents and insurance carriers. Within ten (10) days after execution by the parties of any future amendments, modifications, additions, deletions, changes or addendums to this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A", as amended, to each of its insurance agents and insurance carriers.

Subcontractor's Subcontractors: Subcontractor exhaustedges it shall not subcontract any part of this Agroement without supplying Stock in proof that all Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and snyone for whose acts any of them may be liable, obtains and maintains appropriate insurance coverage as detailed in Exhibit "A". It shall be Subcontractor's sole responsibility to ensure that Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, fully complies with this Peragraph 18 and Exhibit "A", and future amendments thereto.

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Additionally, and prior to commencement of the Work, the Subcontractor shall provide Stock with a Certificate of Insurance showing insurance coverage, in compliance with Exhibit. A each and every Subcontractor's subcontractors, laborers, materialmen, agents, and/or employees, and snyone for whose acts any of them may be liable. Coverage shall be no less than the limits as described in Exhibit. A. in the event any of these policies are terminated, for any reason, the Subcontractor shall provide Stock copies of Certificates of Insurance showing replacement coverage in compliance with Exhibit. A.

Waiver of Subrogation from Insurers; Subcontractor shall obtain from each of its Insurers, a waiver of subrogation as to each of its insurers, a waiver of subrogation as to each of its insurence policies, in favor of Stock with respect to any Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents.

Breach: Failure of Subcontractor to maintain complete and appropriate insurance is a material preach. In this event, in addition to the all other remedy provisions in this Agreement, Stock can elect to terminate this Agreement or to provide insurance at Subcontractor's sole expense: in neither case, however, shall Subcontractor's liability be lessened.

- 19. COMPLETION: Immediately upon the performance of any part of the Work, as between Subcontractor and Stock, title thereto shall vest in Stock to the extent permitted by law; provided, however, the vesting of such title shall not impose any obligations on Stock or relieve Subcontractor of any of its obligations hereunder. Upon completion of the Work described in any Work Notification Form, Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is not in breach of this Agreement, and provided that Subcontractor is otherwise entitled to payment under this Agreement, upon notification to Stock, Stock shall pay Subcontractor for the Work described in the Work Notification Form in accordance with the Work Notification Form and the Bid/Proposal within sixty (60) days following Stock's receipt of a request for payment from Subcontractor. Subcontractor, hereby agrees that if Subcontractor fails to request from Stock any sum, including, but not limited to, wages or contract sums due under this Agreement or any Work Notification Form, within ninety (90) days from the date they became due, and sums to Subcontractor and Subcontractor shall have no claim thereto.
- 20. WAIVER: TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS' OR OTHERWISE, AGAINST THE PROPERTY OR INPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO THE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.
- 21: TAXESCHARGES: Subcontractor shall pay all taxes, combibulious and/or premiums payable on its employees or on its operations inder workers' compensation laws, unemployment compensation laws, the Federal; Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes, contributions and/or premiums which are psyable by the employees and the Subcontractor shall indemnify, defend and hold Stock harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with these requirements. Subcontractor shall comply with all rules and regulations at any time applicable hereto and shall, on demand, substantiate to Stock's reasonable satisfaction that all taxes and charges are being properly paid SUBCONTRACTOR SHALL BE SOLELY.

 RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL EMPLOYEES OF SUBCONTRACTOR.
- 22. DEFECTIVE WORK: Should Stock notify Subcontractor (orally or in writing) that any part of the Work is incorrect and does not conform to the terms of the Contract Documents, Subcontractor shall immediately being to correct such defective work and shall complete such corrected work within forry-eight (48) hours unless Stock shall agree to a longer period. If Subcontractor refuses to perform any corrective work, Subcontractor shall waive the above described forry-eight (48) hour period and such refused or faithre to perform the corrective work, shall be desired a default by Subcontractor hereunder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the distminutes of work completed by other contractors.
- 23. BREACH: SUBCONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT IF:
 - (a) Subcontinuour's Work is defective and not remedied as provided herein; or
 - (b) Subcontractor does not make prompt and proper payments to its employees, agents and or subcontractors; or
 - (c) Subcontractor does not make prosupt and proper payments for labor, services, work, materials or equipment furnished by third parties to it, or
 - (d) Another contractor is damaged by an act for which Subcontractor is responsible; or

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- (e) Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hour period; or,
- (f) Subcontractor fails to perform warranty service under this Agreement or any other prior or contemporaneous Subcontractor Agreement with Stocks or
- (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's for Subcontractor's subcontracto
- (h) Subcontractor becomes inealyout or any petition for bankruptcy is filed with respect to Subcontractor; or
- (i) Subcontractor falls of neglects to prosecule the Work diligently and promptly, whether due to inadequate or incompetent supervision, insufficient skilled workers, lack of material or equipment, improper quantity or quality, or for any other reason not described herein.
- (1) Subcontractor fails to comply with any terms of this Agreement or any Work Notification Form issued under this Agreement.
- .24. REMEDIES: IF SUBCONTRACTOR IS IN BREACH OF THIS AGREEMENT, IN ADDITION TO ANY AND ALL OTHER.
 REMEDIES AVAILABLE UNDER APPLICABLE LAW, STOCK, IN ITS SOLE DISCRETION, MAY DO ANY OR ALL OF THE
 FOLLOWING:
 - (A) IMMEDIATELY TERMINATE THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR WRITTEN AGREEMENT WITH SUBCONTRACTOR OR OTHER SUBCONTRACTOR BASE AGREEMENT BETWEEN SUBCONTRACTOR AND STOCK AND DISMISS SUBCONTRACTOR FROM THE JOB SITE BY PROVIDING .
 SUBCONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION;
 - (B) ENGAGE OR EMPLOY OTHER CONTRACTORS TO REMEDY SUBCONTRACTOR'S DEFECTIVE WORK, TO COMPLETE ANY PORTION OF THE WORK NOT COMPLETED BY SUBCONTRACTOR, PERFORM SUBCONTRACTOR'S WARRANTY SERVICE OBLIGATIONS OR OTHERWISE CURE SUBCONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND EXPENSE;
 - (C) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE HUNDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUB OR BECOME DUE TO SUBCONTRACTOR, WHETHER UNDER THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAGEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B) ABOVE OR OTHERWISE RELATING TO SUBCONTRACTOR'S BREACH, INCLUDING, BUT NOT LIMITED TO, STOCK'S OVERHEAD AND PROFIT; AND/OR
 - (D) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE (I) YEAR AN AMOUNT, WHICH AMOUNT SHALL NOT EXCEED IN PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORK, TO INSURE SUBCONTRACTOR'S PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS, STOCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS.
- 25. TERMINATION: This Agreement may also be terminated and Subcontractor dismissed from the job site by Stock at any time in its sole discretion, with or without cause, by providing Subcontractor with notice (written or oral, in the sole determination of Stock) of such termination, and such termination shall be effective as of the time and date stated in such notice. In the event of termination of the Agreement pursuant to this paragraph 25 without cause, Stock shall pay Subcontractor within shall (60) days after the effective date of such termination, all sums due and owing Subcontractor for all labor incurred and all materials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor schowledges and agrees that if Subcontractor is terminated pursuant to this paragraph 25 with cause, Subcontractor shall have no claim against Stock for any odditional sums, including, without limitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or sums whatsoever. The termination payment described herein, if applicable, is Subcontractor's sole remedy and in no event shall Subcontractor have my claim for consequential demages. Further, in the event of termination, Subcontractor will turn over all equipment and materials ordered, purchased for and delivered in the Project, and Stock will pay the Subcontractor any amounts due based on the percentage of completion of Subcontractor's Work that is incompliance with this Agreement and the Project, excluding any payment for unearned profit and overhead. Subcontractor will facilitate transfer of Work to Stock by assigning its rights under subcontracts and purchase orders.

- 26. ENTIRE AGREPMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are no other agreements, oral or written, by and between the parties hereto, except as to Subcontractor's warranties under any prior or contemporaneous Subcontractor Agreements with Stock, which warranties are incorporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subcontractor is that of an independent contractor.
- 27. HEADINGS: The pursuaph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
- 28. The title read percent of such course sources for nonce as the partner uses that have numbered in control of the partner o
- 29. INVALIDITY: If any provision of this Agreement is held to be lifegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. DISPUTE: If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by Slock pursuant to the self-help remedies of paragraph 24, and the parties cannot resolve the natter between themselves within sixty (60) days after Stock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association, if not settled by mediation, the dispute shall be recolved by final and blading arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a dispute arise between Stock and a boyer of a residence regarding materials supplied or work performed by Subcontractor, Subcontractor agrees to participate in, and be bound by, arbitration proceedings between Stock and the boyer.
- 31. IURISDICTION and PRESUMPTION: This Agreement shall be governed by and construed under the laws of the State of Florids. Any action brought to entirone or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the party who itself or through its agents i proposed the same, or being agreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.
- 32. WAIVER: Except as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties herein. No waiver by either party of any failure or refusal to comply with the obligation of any other party becomes shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. COUNTERPARTS and FACSIMILE/PDF SIGNATURES: This Agreement may be executed in any number of counterpant, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Signatures given via facaintle or scan PDF transmission and shall be deemed given as of the date and time of transmission to the other party and shall be deemed original.
- 24. PERSONS BOUND: The provisions of this Agreement shall inure to the benefit of, and shall bind, the heirs, executers, administrators, successors and assigns of the respective parties. No person shall be decrued to be a third party beneficiary of this Agreement or any portion thereof. Subcontractor may not assign this Agreement without Stock's prior written consent, which consent Stock may withhold in its sole

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, and absolute discretion.' Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor five (5) days written notice thereof.

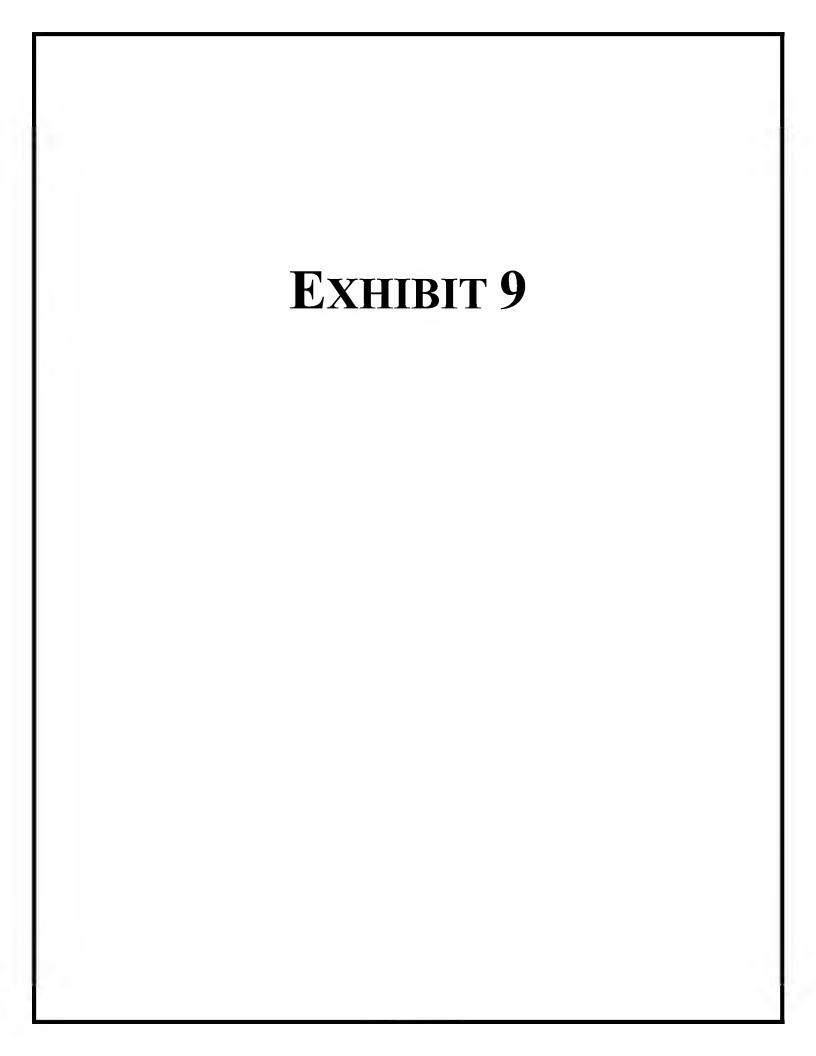
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

втоск:

STOCK CONSTRUCTION, LLC Florid (limited liability company

By: Print Name SUBCONTRACTOR

Print Name: Kathleen &





Prime Drywall & Peinting, Inc. NAME OF SUBCONTRACTOR: OWNERSHIP: & CORPORATION " PARTNERSHIP PROPRIETORSHIP D LIMITED LIABILITY COMPANY NAME(S) OF PRINCIPAL OFFICERS, PARTNERS OF OWNERS: SUBCONTRACTOR'S EIN OR SOCIAL SECURITY NO: 4530 N. Hlatus Road, Ste 104 93351 EMAIL primepainl@comcast.net day of August THIS AGREEMENT ("Agreement") made and entered into this 6th. by and between Stock. Construction, LLC; a Florida limited liability company, its successors and/or assigns ("Stock") and __Prime Drawall & Painting, Inc. ("Subcontractor"). As used herein the following terms shall have the meanings specified unless the context officewise requires. (a) "Bid Proposal" shall have the meaning specified in Paragraph 4. (b) "Contract Documents" shall mean this Agreement; together with any and all Subcontractor Safety & Health Standards (Field Guidelines), Work Notification Forms, Bid Proposals, and Plans and Specifications issued or utilized in connection with Work performed by Subcontractor. (c) "FHA" shall mean the Federal Housing Administration. (d) "Plans and Specifications" shall mean approved foundation plans, frame plans, floor plans, elevation plans, blueprints, construction sheet details, and other specifications, including FHA mamuals. (c) Project" shall mean the following: (f) Stock shall have the meaning specified in the beginning pangraph of this Agreement. (g) "Subcontractor" shall have the meaning specified in the beginning paragraph of this Agreement and shall include Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and envene for whose acts any of them may be liable. . (h) "VA" shall mean the U.S. Department of Veterans Affaira. (i) "Work!" shall include, without limitation, any and all of the work specified in Paragraph 3 below, and any and all change order work, extra work, work included on all Work Notification Forms, unbudgeted work, and other work directed by Stock to be performed by · Subcontractor, including but not limited to the management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike equipment and services of every manner the Work required by the Contract Documents. (1) "Work Notification Form" shall mean a written order issued by Stock to Subcontractor specifying certain Work to be performed; the term Work Notification Form shall include forms designated "Purchase Order", "Job Start Order", "Field Purchase Order", and other similar designations and containing certain information about commencing such Work and the payment for such Work NON-EXCLUSIVITY: The purpose of this Agreement is to fix the obligations of Stock and Subcontractor as to the performance by Subcontractor of certain described Work. Subcontractor acknowledges that this Agreement is nonexclusive and that Stock is free to toonbract with any other person or entity for the performance of work which is the same or similar to that described in this Agreement.

- Subcontractor is also free to enter into third party contracts with any other subcontractor, laborer and/or materialmen for the provision of the Work to be provided hereunder. Subcontractor will ensure that such other work performed by third party subcontractors, laborers and materialmen does not interfere with Subcontractor's performance under the Contract Documents and all such other contracts shall not be

decined a direct contract between Stock and such third party subcontractors laborers, or materialmen. This Agreement shall not be construed as obligating Stock to accept bids or issue Work Notification Forms to Subcontractor.

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SCOPE OF WORK. The Work to be performed by Subcontractor shall be more specifically described in subsequently issued Work Notification Forms but is generally described as: Exterior & Interior Painting

Cost Code No:

As set forth above, in conjunction with this Agreement, Stock may issue Work Notification Forms from time to time, covering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Subcontractor's proposal, estimate or similar document is uttached to or referenced in a Work Notification Form issued by Stock, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and or this Agreement and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Stock and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided in the Plans and Specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

PRICING and PAYMENTS: Subcontractor has submitted to Stock a Bid/Proposal pursuant to Stock's "invitation to bid" for Work; receipt of which is acknowledged thereon by Stock, which Bid/Proposal is incorporated herein by reference. The Bid/Proposal may be modified by Subcontractor only by a subsequent written and dated amendment, as approved by and receipt of which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and absolute discretion. Upon acceptance and approval by Stock, such amended. Bid/Proposal shall be attached herein and incorporated herein by reference. The Bid/Proposal in effect at the time of the issuance or any Work Notification Form shall be applicable to all Work to be performed thereunder, without variation, unless otherwise approved in writing by Stock. Subcontractor acknowledges that its compensation is a fixed contractual rate, subject to modification under the next clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor agrees that payment shall be made to the entity named in the beginning paragraph of this Agreement, and not to any individual person which provides Work pursuant to this Agreement.

Notwithstanding anything in this Agreement to the contrary, Subcontractor's right to any payment under this Agreement is expressly contingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Form has been completed satisfactorily; (2) If requested by Stock, the Subcontractor delivering to Stock a full and complete release of all lieus and claims of Subcontractor and any and all of its subcontractors and suppliers of materials, labor, equipment, work, tools, services and other items furnished in connection with the Work, and (3) If requested by Stock, the Subcontractor delivering to Stock at affidavit (in a form satisfactory to Stock) that provides that so far as Subcontractor is able to ascertain, no person or entity other than the persons or entities furnishing such waivers and releases, has a right to any such lien or claim for materials, labor, equipment, work, tools, services or other items furnished in connection with the Work.

Notwithstanding anything in this Agreement to the contrary, if requested by Stock, Subcontractor's failure to supply these lien waivers and releases will negate any request for payment until such time as the lien waivers and releases are provided. If any lien or claim remains outstanding after all payments are made. Subcontractor shall refund to Stock all monies that Stock may be compelled to pay in discharging or molving such lien or claim, including, without limitation, altomey's fees and costs. If Subcompactor fails to make any such refound within fifteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in breach of this Agreement, and Stock may, in addition to any other right and remedy, withhold from any sums due or in become due Subcontractor under this or any other Agreement such amount as may be required, in Stock's tole discretion; to discharge or resolve any such lich or claim, and to reimburse Stock for the applicable fees and costs incurred by Stock. Subcontractor shall defend, indemnify and hold harmless Stock and Stock's purchaser from the operation and effect of any lier of encumbrance prising out of the performance of Subcontractor's work, and shall turn over the property subject to the Work, including any improvements thereon, to Stock free and clear of all such liens and encumbrances. If any such lien or encumbrance is claimed by any person or entity performing any portion or Subcontractor's work. Subcontractor shall, immediately upon verbal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the hier or encumbrance from the real property to the bond. If Subcontractor continues to receive psyments from Stock, Subcontractor will hold these psyments and the rights to future payments from Stock in trust for the beactit of, and to be first applied to payment of those subcontractors, laborers; equipment suppliers and material suppliers who have performed any portion of Subcontractor's work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurred in

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the performance of Subcontractor's work are not being promptly paid. Stock thay, upon giving written notice to Subcontractor, take any steps deemed necessary to ensure that any payments from Stock to Subcontractor that he written notice. Stock may require Subcontractor to supply satisfactory evidence that Subcontractor's obligations have been paid or to post a payment and performance bond for the protection of Stock, its purchaser, and those to whom Subcontractor has an obligation for payment. The failure of Subcontractor to provide either of these means of security shall emittle Stock in retain out of any payment due or become due to Subcontractor a reasonable amount to protect Stock from my and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by Subcontractor.

Acceptance of Work and payment therefore by Stock under this paragraph shall not be construed as a waiver by Stock for Work later found defective and shall not release the Subcontractor from liability under my warranty for defective Work or for any obligation to perform warranty service Work.

SUBCONTRACTOR REVIEW and INSPECTION: Subcontractor expressly agrees to read and familiarize itself completely with all Columnated Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form, to independently verify all information furnished by Stock or contained in the Plans and Specifications and to Inspect the job site before starting any Work under a Work Notification Form. Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any laws, ordinances, rules, regulations or orders of any public authorities observed or known to Subcontractor in the Work, Plans and Specifications or at the job site. All Plans and Specifications furnished to Subcontractor by Stock are the property of Stock and shall not be duplicated or used for any purpose other than the performance of the Work and must be returned to Stock at the completion of Subcontractor's Work. Subcontractor shall be solely responsible for all construction under this Agreement and any Work Notification Form, including the techniques, sequences, procedures and means, and for coordination of all Work.

Subcontractor has made an independent investigation of the alte, and the soil conditions and has satisfied itself as to all of these conditions such that the Bid Proposal include payments for all Work which may be performed by Subcontractor to overcome any unanticipated, underground, or concealed conditions. Subcontractor waives any and all rights and claims for any changes to the Work Notification Form amount for any items or claims which Subcontractor could have become aware of prior to accepting the Work Notification Form and/or confunction Work thereunder had its examinations of the Project been conducted in a reasonable manner.

Subcontractor shall be responsible for inspecting any work of another contractor that may affect its own Work and shall report in writing to Stock any defects in such work upon discovery of the defect prior to commencing any portion of the Work, or it shall be deemed to have accepted such work as correct and fit to be accommodated into its own. If Subcontractor shall be delayed in the commencement, prosecution, or completion of the Work or shall be obstructed or hindered in the orderly progress of the Work by an act, failure to act, omission, neglect or default of Stock, any architect, another contractor or subcontractor, or any of their respective agents or employees, or by any cause beyond the control of Subcontractor, then the time fixed for completion of the Work may be extended in the sole discretion of Stock and only if Subcontractor notifies Stock in writing within furty-eight (48) hours of the discovery of the cause of such delay. Subcontractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to; the aforesaid causes, and agrees that Subcontractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.

6. PROSECUTION OF WORK: Subcontractor shall cooperate with all other contractors engaged by Stock to the effect that their work shall not be impeded and shall give such other contractors excess to the job site necessary to perform their contracts. Subcontractor shall perform the Work in a prompt and diligent mather whenever such Work or any part of it, becomes available, or at such other time or times as Stock may direct so as to promote the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other comments the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other comments and demages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to Stock. Any materials that are to be formished by Subcontractor hereunder shall be furnished in sufficient time to enable Subcontractor to perform and complete its Work with the time or times provided for herein or in any Work Notification Form. If, in the opinion of Stock, it its sole discretion, Subcontractor falls behind in furnishing the necessary labor and/or materials to meet the schedule established by Stock, then Subcontractor shall take such steps and actions as are deemed necessary by Stock to improve the rate of progress, including, but not limited to, increasing the labor force, number of shifts and/or work such overtime as may be required, at its own expense, to bring its part of the Work up to the schedule established by Stock. Subcontractor agrees to reimburse or pay Stock, or Stock may withhold payment otherwise due under this Agreement, for any and all damages that Stock may sustain as a result of such delays by Subcontractor. Time is of the essence in this Agreement, for any and all damages that Stock may sustain as a result

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Subcontractor shall perform all labor in a thorough and workmanlike manner, according to the highest standards of the trade.
Subcontractor warrants that all labor done and any malerials furnished by Subcontractor will meet or exceed FHA minimum property standards, VA requirements, any applicable building code requirements and all Stock requirements. Should a dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished hereunder, which concerns the parties hereto only, or which concerns Subcontractor and any other contractor(s), subcontractor(s) of supplier(s), the dispute shall be decided by Stock, whose decision thereon shall be final and conclusive. In any event, and in spite of any dispute, claim, or controversy arising out of this Agreement, Subcontractor shall proceed diligently with the Work, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy.

- 7. MATERIALS: and EQUIPMENT: Subcontractor shall secure and maintain material ordered by Subcontractor until completion of the Work and satisfaction acceptance by Smck. Subcontractor shall be responsible for the receipt, delivery, unloading, hoisting storage, warehousing, protection, insurance and all other risks of loss relating to any materials or equipment Subcontractor is to fumish, install, provide, or have provided to it under this Agreement. Subcontractor shall keep adequate supply of materials on hand at all times, as required to meet production schedules. Subcontractor shall be responsible for the security of all materials on the jobsite. Further, if the Work requires the installation of materials furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided, and to thereupon handle, store, and install the items with such skill and care to castre a satisfactory and proper installation. Loss or hamage to the materials due to acts of negligence by the Subcontractor shall be deducted from any amounts due or to become due to the Subcontractor.
- 8. SUBCONTRACTOR REPRESENTATIONS: Subcontractor represents and warrants that it is fully qualified in all respects to perform the Work and shall stight limes maintain strict discipline among its employees. Subcontractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Subcontractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Subcontractor agrees not to employ any person unfit or without sufficient skill to perform the job for which Subcontractor was retained for the Project. Subcontractor agrees that Stock shall not provide training of any kind. Accordingly, it is the sole responsibility and expense of Subcontractor to provide training for the Subcontractor or its employees, egents, or subcontractors.

Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Subcontractor shall comply with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract Documents.

Subcontractor shell at all times remain an independent contractor, solely responsible for the Work, methods, techniques, procedures and supervision and coordinating all portions of the Work to be performed under this Agreement and Field Guidelines. No provision hereof shall be constitued to make Subcontractor Stock's agent. All person employed by Subcontractor, or Subcontractor's sub-contractors to perform services in connection with this Agreement shall be under the exclusive control and direction of Subcontractor or Subcontractor's subcontractors, it being the intention of the parties that Subcontractor and its subcontractors shall be and remain an independent contractor. Stock shall not exert actual control, nor possess the right to control, the actions of the employees of Subcontractor or Subcontractor's subcontractors in performing duties under this Agreement.

Subcontractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Subcontractor or any one for whom Subcontractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Stock or Stock's separate contractors. Subcontractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Subcontractor.

Subcontractor shall not food nor permit any part of any structure or property to be loaded in any manner that will endanger that structure or property, nor shall Subcontractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

9. LICENSES and PERMITS: Subcontractor shall, at Subcontractor's sule expense, hold and maintain all required licenses, obtain all required permits find shall comply with all laws and ordinances and the rules, regulations, and orders of all public anthorities relating to the performance of the Work. In the event of temination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, permits, contracts, subcontractor, and purchase orders relating to the Work. Subcontractor agrees that Stock is not responsible for providing any tools or benefits for the Subcontractor or its employees, agents, or subcontractors.

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REGULATORY COMPLIANCH and HAZARDOUS SUBSTANCES: The Occupational Safety and Health Act of 1970, as amended (OSHA) has established regulations entitled OSHA Hazard Communication Standard, According to the regulations, majorifacturers of hazardous materials are required to furnish Material Safety Data Sheets (MSDS) giving information on proper handling and precautionary measures in using the materials. Many substances commonly used in residential construction fit the description of hazardous materials established by OSHA. Subcontractor shall comply with all OSHA regulations pertaining to the work and any materials used in the work. Subcontractor shall have sole and exclusive responsibility for training its employees, subcontractors and suppliers in the proper handling of hazardous materials and any precautionary measures required. Subcontractor shall supply all protective clothing and devices necessary to protect its employees, subcontractors and suppliers from hazardous materials while on the site. Subcontractor shall obtain all MSDS's pertaining to any hazardous material used or created in the process of performing the work, and shall distribute copies of such MSDS's to Company and to all other contractors and suppliers performing work on the site, Subcontractor shall also obtain from all other contractors, subcontractors are suppliers, and shall relate copies of such MSDS's and provide them to Subcontractor's exployees, subcontractors and suppliers are quirted by the OSHA regulations. In other words, Subcontractor must exchange MSDS's with all other contractors, subcontractors and suppliers; and implement a training program for its employees.

Subcontractor acknowledges and understands that the Project may be subject to the requirements of the National Pollutant Discharge Elimination System, as amended (NPDES) and Clean Water Act, as amended (CWA). Subcontractor is fully aware of the NPDES and CWA and shall not in any way interfere, demage of in any way negatively impact the structures and for procedures in place or to be implemented at the Project pertaining to NPDES and CWA. Subcontractor shall be responsible for any loss, damage, fine and penalty incurred by Speck or its affiliates due to acts of negligence by the Subcontractor and such costs and expenses shall be deducted from any amounts due or to become due to the Subcontractor. Further, Subcontractor shall indemnify Stock for any and all costs, fines, penalties and expenses incurred by Stock as a result of violations of NPDES and CWA caused by Subcontractor.

- II. EMERGENCIES: In the event of an emergency affecting the safety or protection of persons or the Work or property at the job site or adjacent thereto, Subcontractor, without special instruction or authorization from Stock is obligated to act to prevent threatened damage, injury or loss. Subcontractor shall give Stock written notice within twenty-four (24) hours after the occurrence of the emergency, if Subcontractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Stock petermines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Subcontractor fails to provide the twenty-four (24) hour written notice noted above, the Subcontractor shall be deemed to have wrived any right it otherwise may have had to seek an adjustment Pricing or an extension to the term of this Agreement.
- 12. ASSUMPTION OF LIABILITY: Subcontractor agrees to, and hereby does, assume full responsibility for any and all acts, negligence or unitsolous of Subcontractor's employees, laborers, agents, materialmen, and subcontractors and any and all employees and agents of the addressed and any and all other persons doing work under an oral or written order or contract with Subcontractor.
- 13. INDEMNIFICATION: HOLD HARMLESS & DEFENSE: The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, at Subcontractor's sole expense. Subcontractor shall indemnify, defend and hold harmless both Stock and the Owner (if different from Stock) and their affiliated companies, parents, subsidiaries, partners, joint ventures, representatives, members, designees, officers, directors, abarcholders, employees, agents, successors, and assigns (collectively referred to as "Indemnified Partyries") of, from, and against any and all claims concerning pertaining to related to arising out of and/or connected with the Work and Contract Documents, including but not limited to demands, suits, liabilities, causes of action, damages, claims for bodily injury, death or damage to property, judgments, contractual liabilities, including costs and expenses associated thereto which include but is not limited investigative and repair costs, attorneys fees and costs, consultants fees and costs, and other expenses; any of which arise out of, relate to, result from, are occasioned by, contributed to by, connected with and/or are in any way caused, in whole or in part, by the acts of, omissions, failures and/or performance by Subcontractor and/or any of its subcontractor; laborers, materialmen, agents; or employees, or anyone for whose acts any of them may be liable, as to any of the following (collectively referred to as Claims?):
 - (a) Work as required by the Contract Documents and under this Agreement;

• :

- (b) construction or others services as required by the Contract Documents and under this Agreement; ...
- (c) misterials furnished as required by the Contract Documents and under this Agreement;
- (d) violations or alleged violations of Occupational Safety and Health Act of 1970, as amended, or to regulations promulgated thereunder, and or to violations or alleged violations similar state laws and regulations;

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Stock Initials
Subcontractor Initials

(e)injuries of to and or destruction of tangible property, including the loss of use or economic loss resulting therefrom;

(Odefectively performed and/or alleged defectively performed Work by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or myone for whose acts any of them may be liable; .

(g)breach of this Agreement; and/or

(h)acts of omissions which include negligent or willful misconduct of Subcontractor and or any of its subcontractor, laborers, meterialinen, egents, of employees, or anyone for whose acts any of them may be liable, whether active or parsive.

In Whole or in Part: Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties, shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this Paragraph 13.

Subcontractor's obligation to indemnify, defend and hold lumnless the Indemnified Perties is applicable whither any Claims are caused in part by any of the Indemnified Parties, whether active or passive.

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in 'part by the concurrent act(s), conission(s) by and or negligence of any of the Indemnified Parties, whether active or passive, provided however, said indemnified Party shall not be indemnified for its own solo negligence or willful misconduct.

Limitations on Obligations & Florida Statutes, Section 725.06: With regard to any and all Claims, Subcontractor's obligation to indemnify, defend and hold hannless the Indemnified Parties shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Exhibit "A", or herefits payable by/for Subcontractor under workers, or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall be limited to the greater of

(a)A maximum of \$5,000,000.00; or

(b) the amount of this Agreement sum; or

(c) the maximum amount of incurance coverage limits available to the Subcontractor under any and all policies of insurance and applicable -to any Claim(s).

"The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being: provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as io be fully enforceable. If any word, clause or provision of this Paragraph 13 is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words; clauses and provisions shall remain in full force and effect.

Duty to Defend: Sobcontractor's duty to defend under this Paragraph 13 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Stock and/or any Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any person or entity with written notice of such Claim being provided to Subcontractor.

Survival Provision: Subcontractor's obligation to indemnify, defend and hold harmless will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Indomnified Partyles for any and all matters indomnified is fully and finally barred by the applicable statute of limitations.

Waiver of Subrocation: Subcontractor waives any rights of subrocation against Stock and shall require any of Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable to waive their subcognition rights against Stock. subrogation rights against Stock.

Secure Performance: At its sole discretion, Stock may withhold, from time to time, from any monies officerwise due Subcontractor

hereunder or under any other contract or agreements, a sum of money, which, in the sole judgment of Stock, shall be sufficient to secure the performance of Subcontractor's obligations under this Poregruph 13.

Notice: Stock shall provide written notice of eny Claims within sixty. (60) days after Stock becomes reasonably aware that Subcontractor may be liable for any such Claims.

14. SUBCONTRACTOR WARRANTIES: Subcontractor represents and warrants to Stock that all equipment and materials provided by Sobcontractor and incorporated in the Work will be new, unless otherwise specified in the Plane and Specifications, and jogether with the Subcontractor's Work shall be of good quality, free of defects and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment, materials and Work not so in conformity shall be defective. Subcontractor specifically agrees that it is responsible for the protection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said final completion, Inspection by Stock shall not relieve Subcontractor of its obligations herein. SUBCONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY

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SUBCONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS
TITLE OF THE SUBJECT OF THE WORK, (HOUSE OR CONDOMINIUM UNIT) TO A PURCHASER OF THE HOUSE OR
CONDOMINIUM UNIT; AND CONTINUING FROM SUCH DATE UNTIL THE LAST OF THE FOLLOWING TO OCCUR: (I) ONE
YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTEN WARRANTY GIVEN BY STOCK TO SUCH PURCHASER, OR
THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATUTORY WARRANTIES OF SUCH PURCHASER, OR
SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY, IF ANY, SUBCONTRACTOR AGREES TO MAKE, AT
SUBCONTRACTOR'S SOLE EXPENSE, ALL REPAIRS AND CORRECT SUCH DEFECTS IN ORDER TO MEET ANY OF
SUBCONTRACTOR'S WARRANTY OBLIGATIONS WITHIN EIGHT (8) HOURS OF NOTICE (ORAL OR WRITTEN) OF SUCH
DEFECTION AN EMERGENCY (DETERMINED BY STOCK IN ITS SOLE DISCRETION) AND WITHIN FORTY-EIGHT (48)
HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition, Subcontractor shall transfer any and all applicable manufacturer's
warranties, together with all service and operating manuals for materials furnished by it under this Agreement, to Stock when the Work is
completed or this Agreement is terminated, whichever Occurs first. The warranty contained in this paragraph 14 is in addition to any other
special warranties required by contract or law, and such warranty does not negate or abridge Stock's right to assert claims for latent or
putern defects in accordance with applicable law.

The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty or guarantee periods established in the Contract Pocuments without cost to the Owner of the Contractor. If no guarantee of warranty is required of the Contractor in the Contract Pocuments, then the Subcontractor shall guarantee or warranty the Subcontractor Work for the period of one (1) year from the dute(3) of conveyance to the end user.

The Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Subcontractor's Work prior to final payment.

All guarantees and warranties must be submitted to the Contractor in a form acceptable to the Contractor prior to and as a condition for final payment.

Subcontractor expressly agrees that all warranties made by it in this Agreement shall survive the termination or expiration of this Agreement for any reason prior to the expiration of the full warranty period.

- 15. RUBBISH and DEBRIS. Subcontractor agrees to keep the job site and adjoining property free of waste material and rubbish caused by its Work or that of its subcontractors and to remove all weste materials and rubbish on completion or termination of its Work together with all tools, equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subcontractor shall conduct general clean-up operations, including but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walks, where applicable. Any personal property left by Subcontractor on or around job site for thirty (30) days following completion of the Work, excluding any Work performed pursuant to warranty service obligations, will become the property of Stock.
- 16. ASSIGNMENT: Subcontractor stall not essign this Agreement or any payments due or to become due hereunder without the prior written consent of Stock, which consent may be withheld in the sole discretion of Stock. Payment to Subcontractor will be made in accordance with Stock's current published payment procedures, as the same may be amended from time to time. Payment to Subcontractor of all or any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or in any way waive or affect Stock's claims or rights against Subcontractor.
- 17. CHANGES: Stock reserves the right to make changes in the Work in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performance. All changes will be authorized by a new written Work Notification Form which will include conforming changes in any Bid Proposal payment schedule and/or time for performance.
- 18. INSURANCE REQUIREMENTS: Subcontractor shall procure said maintain insurance policies in the form and amounts as set forth on Hahlbit "A7, attached hereto and incorporated herein by reference. All coverage shall be placed with an insurance carriers duly admitted in the State of Florida and shall be reasonably acceptable to Stock. All insurance carriers must maintain an A.M. Best rating of "A-VIIF" or better. Certified copies of all insurance policies must be made available and provided to Stock within ten (10) they of Stock's request. The word "Claims" used in this Paragraph 18 has been defined in Paragraph 13 above.

Enthorsements in Insurance Policies: In addition to Exhibit "A" the Subcompactor shall carry and maintain commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing coverage equal to or greater than said form). All policies of liability insurance thall contain an Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing coverage equal to

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originater than said form which would at a minimum additional insured status with respect arising out of Subcontractor's Work pursuant to the Contract Documents and which provides coverage both during the products completed operations hazard period.) Such insurance shall cover liability arising out of premises, operations; independent contractors, products completed operations, personal and adventising injury, bodily injury, property damage, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability, excess or umbrella coverage forms, which contains any of the following:

- (a) Limitations or Modification of Contractual Liability Language;
- (b) Limitations or exclusions for Damage m Work Performed by Sub Contractors:
- (c) Limitations or Exclusions for Residential Work
- (d) Limitations or Exclusions for Multi-Unit Dwellings
- (e) Limitations or Exclusions related to explosion, collapse, underground property damage;
- (1) Pollution Exclusions; or
- (g) work performed by subcontractors.

Additional Insured: Stock shall be named as an additional insured, loss payee and certificate holder on each of the policies as oullined in Exhibit "A". Coverage under all policies shall be afforded to the additional insureds whether or not any Claims are actually in ligigation.

Stock shall remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project that is the subject of this Agreement and the Contract Documents regardless of the date when the Subcontractor. Subcontractor's subcontractors, laborers, materialmen, agents, employees, and or anyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, and/or regardless of the dates any certificates of occupancy are issued. Subcontractor's obligation to have Stock remain as an additional insured on each policy for a period not less time ten (10) consecutive years from the date of final completion of the entire construction project will survive the expiration or earlier temmation of this Agreement until any and all Claims are fully and finally barred by the greater of any and all applicable statute of limitation or statute of repose.

Priority of Insurance Coverage: It is the intent of the parties that all available and applicable insurance coverage of the Subcontractor, whicher primary or excess or umbrelle policies, be primary coverage for any and all Claims concerning, pertaining to, related to, arising out of end/or bounceted with the Work and Courset Documents, regardless of who makes said Claims. Purther, the parties intend that Stock's insurance policies be excess over any and all available and applicable insurance policies of Subcontractor for the purposes of indemnity and defense of Stock.

Certificates of Insurance: Prior to commercing any Work under this Agreement, Subconnector shall submit to Stock copies of policies or Certificate of Insurance that confirm appropriate insurance coverage.

Each Certificate of Insurance shall provide that the insurer must give Stock at least ninety (90) days prior written notice of non-renewal or material change in coverage and termination of the coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply Stock with a new and replacement Certificate of Insurance and additional insured endorsements as proof of renewal replacement policies of Insurance.

Subcontractor's Notice to Insurance Carriers and Agents: Prior to commencing any Work under this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" and all amendments to each of its insurance agents and insurance carriers. Within ten (10) days after execution by the parties of any future amendments, modifications, additions, deletions, changes or addendums to this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" as amended, to each of its insurance agents and insurance carriers.

Subcontractor's Subcontractors: Subcontractor acknowledges it shall not subcontract any part of this Agreement without supplying Stock proof that all Subcontractor's subcontractors, Isborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable: obtains and maintains appropriate Incurance coverage as detailed in Exhibit "A". It shall be Subcontractor's sole responsibility to ensure that Subcontractor's subcontractors, Isborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, fully complles with this Paragraph 18 and Exhibit "A", and future amendments thereto.

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Additionally, and prior to commencement of the Work, the Subcontractor shall provide Stock with a Certificate of insurance showing insurance coverage, in compliance with Exhibit "A" each and every Subcontractor's subcontractors, laborers, materialmen, agents, and/or employees; and anyone for whose acts any of them may be liable. Coverage shall be no less than the limits as described in Exhibit A. In the event any of these policies are terminated, for any reason, the Subcontractor shall provide Stock copies of Certificates of Insurance showing replacement coverage in compliance with Exhibit "A".

Weiver of Subrogation from Insurers: Subcontractor shall obtain from each of its insurers, a waiver of subrogation as to each of its insurance policies, in favor of Stock with respect to any Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents.

Breach: Failure of Subcontractor to maintain complete and appropriate insurance is a material breach. In this event, in addition to the all other remedy provisions in this Agreement, Stock can elect to terminate this Agreement or to provide insurance at Subcontractor's sole expense; in neither case, however, shall Subcontractor e liability be lessened;

- 19. COMPLETION: Immediately upon the performance of any part of the Work; as between Subcontractor and Stock, title thereto shall yest in Stock to the extent permitted by law; provided, however, the vesting of such title shall not impose any obligations on Stock or relieve . Subcontractor of any of its obligations hereunder: Upon completion of the Work described in any Work Notification Form, Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is not in breach of this Agreement, and provided that Subcontractor is otherwise entitled to payment under this Agreement, upon notification to Stock: Stock shall pey Subcontractor for the Work described in the Work Notification Form in accordance with the Work Notification Form and the Bid/Proposal within sixty (60) days following Stock's receipt of a request for payment from Subcontractor. Subcontractor hereby agrees that if Subcontractor fails to request from Stock any sum, including, but not limited to, wages or contract sums due under this Agreement or any Work Notification Form, within ninety (90) days from the date they became due, said sums to Subcontractor and Subcontractor shall have no claim thereto.
- 20. WALVER: TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ": ALL'STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS" OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.
- ESICHARGES: Subcontractor shall pay all taxes, contributions and/or premiums payable on its employees or on its operations under workers' compensation laws, uncomployment compensation laws, the Federal; Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes, contributious and/or premiums which are payable by the employees and the Subcontractor shall indemnify, defend and hold Stock harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with these requirements. Subcontractor shall comply with all rules and regulations at any finne applicable bereto and shall, on despand, substantiate to Stock's reasonable satisfaction that all taxes and charges are being properly paid SUBCONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL. EMPLOYEES OF SUBCONTRACTOR.
- 22. DEFECTIVE WORK: Should Stock notify Subcontractor (orally or in writing) that any part of the Work is incorrect and does not conform to the terms of the Contract Documents, Subcontractor shall immediately being to correct such defective work and shall complete such : contexted work within furly eight (48) hours unless Stock shall agree to a longer period. If Subcontractor refuses to perform any corrective work; Subcontractor shall waive the above described form eight (48) hour period and such refusal of sallure to perform the corrective work. shall be deemed a default by Subcontractor herounder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the disturbance of work completed by other contractors.
 - incurred by the distinguince of work completed by other conflactors.

 BRUACH: SUBCONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT IT:

 (a) Subcontractor's Work is defective and not remedied as provided herein; or
 - (a) Subcontractor's work is descrive and not proper payments to its employees, agents and or subcontractors; or

 (b) Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to fit or .

 (d) Another contractor is damaged by an act for whileh Subcontractor is responsible; or

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- (e) Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien has not been discharged or resolved within when y four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hour period; or:
- (f) Subconfractor fails to perform warranty service under this Agreement or any other prior or contemporaneous Subcontractor Agreement with Stocks or
- (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's (or Subcontractor's subcontractors or agents) violation of any law, ordinance, regulation, administrative ruling and or court order; or
- (h) Subcontractor becomes insolvent or any petition for bankruptcy is filed with respect to Subcontractor; or.

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- (1) Subcontractor falls of neglects to prosecute the Work diligently and promptly, whether due to inadequate or incompetent supervision, insufficient skilled workers, lack of material or equipment, improper quantity or quality, or for any other reason not described herein:

 (0) Subcontractor falls to comply with any terms of this Agreement or any Work Notification Form issued under this Agreement.
- (j) Subcontractor fails to comply with any terms of this Agreement or any Work Notification Form issued under this Agreement.

 24. REMEDIES: IF SUBCONTRACTOR IS IN BREACH OF THIS AGREEMENT, IN ADDITION TO ANY AND ALL OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW, STOCK, IN ITS SOLE DISCRETION, MAY DO ANY OR ALL OF THE FOIL OWING:
 - (A) IMMEDIATELY TERMINATE THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR WRITTEN AGREEMENT WITH SUBCONTRACTOR OR OTHER SUBCONTRACTOR BASE AGREEMENT BETWEEN SUBCONTRACTOR AND STOCK AND DISMISS SUBCONTRACTOR FROM THE JOB SITE BY PROVIDING SUBCONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION;
 - (B) ENGAGE OR EMPLOY OTHER CONTRACTOR'S TO REMEDY SUBCONTRACTOR'S DEFECTIVE WORK, TO COMPLETE ANY PORTION OF THE WORK NOT COMPLETED BY SUBCONTRACTOR, PERFORM SUBCONTRACTOR'S WARRANTY SERVICE OBLIGATIONS OR OTHERWISE CURE SUBCONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND EXPENSE:
 - (C) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE HUNDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUE OR BECOME DUE TO SUBCONTRACTOR, WHETHER UNDER THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAGEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B) ABOVE OR OTHERWISE RELATING TO SUBCONTRACTOR'S BREACH, INCLUDING BUT NOT LIMITED TO, STOCK'S, OVERHEAD AND PROFIT; AND/OR
 - (D). WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE (I) YEAR AN AMOUNT, WHICH AMOUNT SHALL NOT EXCEED FIVE PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORK, TO INSURE SUBCONTRACTOR'S PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS. STOCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS.
- TERMINATION: This Agreement may also be terminated and Subcontractor dismirsed from the job site by Stock at any time in its sole discretion, with or without cause, by providing Subcontractor with notice (written or oral, in the sole determination of Stock) of such termination, and such termination shall be effective as of the time and date stated in such notice. In the event of termination of the Agreement pursuant to this paragraph 25 without cause, Stock shall pay Subcontractor within striy (60) days after the effective date of such termination, all sums due and owing Subcontractor for all labor incurred and all materials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor acknowledges and agrees that if Subcontractor is terminated pursuant to this paragraph; 25 with cause, Subcontractor shall have no claim against Stock for any additional sums, including, without limitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or sums whatsoever. The termination payment described herein, if applicable, is Subcontractor's sole remedy and in no event shall Subcontractor lave any claim for consequential damages. Further, in the event of termination, Subcontractor will furn over all equipment and materials ordered, purchased for and delivered to the Project, and Stock will pay the Subcontractor my anothers due based on the percentage of completion of Subcontractor's Work that is incompliance with this Agreement and the Pricing, actually accomplished and equipment and materials supplied to the Project; excluding any payment for incarned profit and overhead. Subcontractor will facilitate transfer of Work to Stock by assigning its rights under subcontracts and purchase orders.

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- ENTIRE AGREEMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor und Stock and there are no other agreements, oral or written, by and between the parties hereto, except as to Subcontractor's warranties under any prior or contemporaneous Subcontractor Agreements with Stock, which warranties are incorporated by reference herein for all purposes! This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subconfractor is that of an independent contractor.
- 27. HEADINGS: The paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
- i ji 28. NOTICES: Unless otherwise set forth herein, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be (a) delivered by hand, (b) send by Federal Express, Express Mail or other overnight courier service, sent to the address on the first page hereof or such other address for notice as the parties shall last have furnished in writing to the person giving the notice or (c) sent by facsimile transmission with a copy delivered pursuant to (a) or (b) above. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) If sent by feesimile transmission as of the date and time of transmission, and (iii) if sent by Federal Express, Express Mail or other reputable overnight courier service, upon the earlier of the date of receipt or one (1) business day after posting thereof, If a notice is mailed in the manner provided above; it is duly given, whether or not the addressee received it.
- 29. 'INVALIDITY: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. DISPUTE: If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action tricen by Stock pursuant to the self-help remedies of paragraph 24; and the parties cannot resolve the matter between themselves within sixty (60) days after Slock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding croitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a dispute mise between Stock and a buyer of a residence regarding materials supplied or with performed by Subcontractor, Subcontractor agrees to participate in, and be bound by, arbitration proceedings between Stock and the buyer.

- 31. 'JURISDICTION and PRESUMPTION: This Agreement shall be governed by and construed under the laws of the State of Florida. 'Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, or being agreed that all penties hereto have participated in the preparation and negotiation of this Agreement and each. party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement. .
- 32. WAIVER: Except as expressly set forth berein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties berew. No waiver by either party of any failure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. COUNTERPARTS and FACSIMILE/PDF SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be decined an original and all of which shall constitute one and the same agreement. Signatures given via facsimile or scan PDE minismission and shall be deemed given as of the date and time of transmission to the other party and shall be deemed original.
- 34. PERSONS BOUND: The provisions of this Agreement shall inure to the benefit of, and shall bind, the being, executers, administrators, successors and assigns of the respective parties. No person thall be deemed to be a third party beneficiary of this Agreement or any portion thereof. Subcontractor may not usign this Agreement without Stock's prior written consent which consent Stock may withhold in its sole

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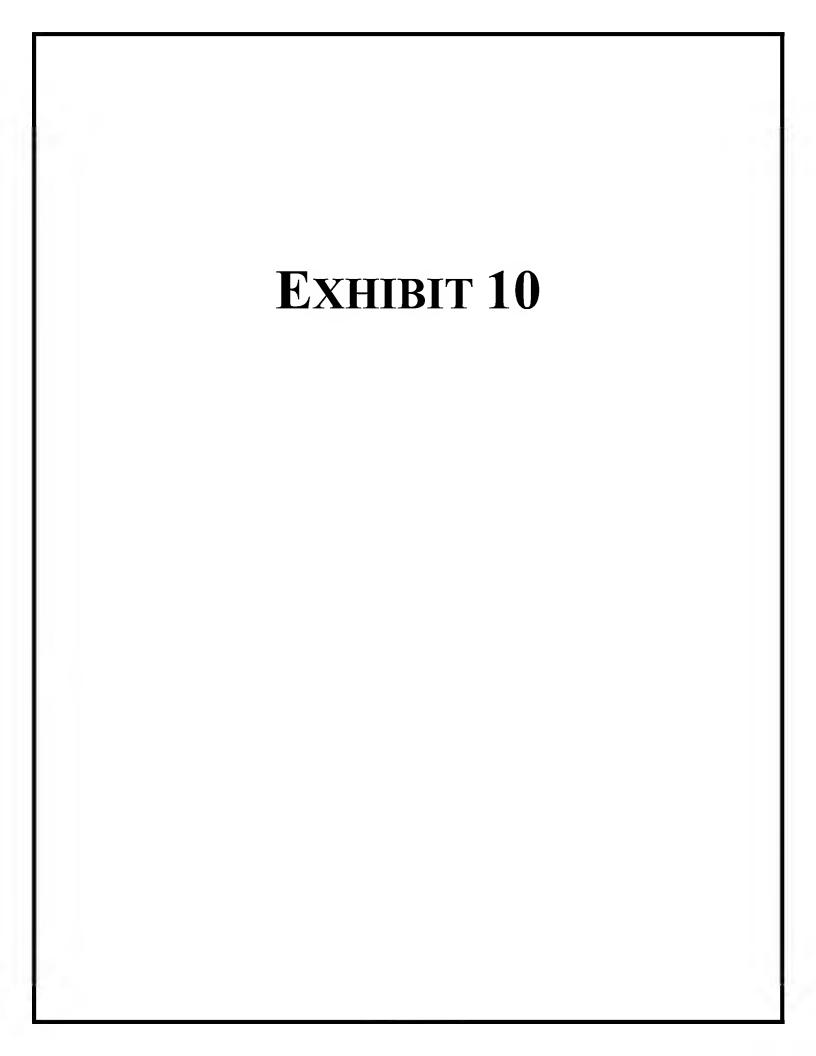
and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor five (5), days written notice thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year art above written.

STOCK:

SUBCONTRACTOR:

STOCK CONSTRUCTION LLC, a
Florida limited Hability Sampley.



Pro Frame



Subcontractor Base Agreement

NAME OF SUBCONTRACTOR PRODUCTION PROCESS CONTRACTOR
OWNERSHIP: X CORPORATION - PARTNERSHIP PROPRIETORSHIP LIMITED LIABILLITY COMPANY NAME(S) OF PRINCIPAL OFFICERS, PARTNERS OF OWNERS: SEED 1 THE SEED OF SOCIAL SECURITY NO:
BUSINESS ADDRESS: 2483 CENTERIC PRICE STATE 1 - 2811 17 11 11 18 11 11 11 11 11 11 11 11 11 11
PHONE 124 - 12. X FAX (4-1) - C. II EMAIL LED : C. L. S. L. C. L.
THIS AGREEMENT ("Agreement") made and entered into this 2 day of ## 20 1 by and between Stock Construction, LLC a Florida limited liability company, its successors and/or assigns ("Stock") and
("Subconfractor").
(a) "Bid/Proposal" shall have the meaning specified in Paregraph 4. (b) "Contract Documents" shall mean this Agreement, together with any and all Subcontractor So Fety & Health Standards (Field Guidelines). Work Notification Forms, Bid/Proposals, and Piens and Specifications issued or utilized in connection with Work performed by Subcontractor. (c) "FHA" shall mean the Federal Housing Administration. (d) "Plans and Specifications" shall mean approved foundation plans, frame plans, floor plans, elevation plans, blueprints, construction sheet details, and other specifications, including FHA manuals. (e) "Project" shall mean the following:
(i) "Stock" shall have the meaning specified in the beginning paragraph of this Agreement. (g) "Subcontractor" shall have the meaning specified in the beginning paragraph of this Agreement, and shall include Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts my of therm may be liable. (h) "VA" shall mean the U.S. Department of Veterans Affairs. (l) "Work' shall include, without limitation, any and all of the work specified in Paragraph 3 below, and any and all change order work extra work, work included on all Work Notification Forms, unbudgeted work, and other work directed by Stock to be performed by Subcontractor; including but not limited to the management, supervision, financing, labor, materials, tools; fiel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents. (i) "Work Notification Form shall mean a written order issued by Stock to Subcontractor specifying certain Work to be performed; the term Work Notification Form shall include forms designated "Purchase Order", "Job Start Order", "Field Purchase Order", and other similar designations and containing certain information about commencing such Work and the payment for such Work.
enter a contractiva de la contractiva del contractiva de la contractiva del contractiva de la contract

2. NON-EXCLUSIVITY: The purpose of this Agreement is to fix the obligations of Stock and Subcontractor as to the performance by Subcontractor of certain described Work. Subcontractor acknowledges that this Agreement is non-exclusive and that Stock is free to contract with any other person or entity for the performance of work which is the same or similar to that described in this Agreement. Subcontractor is also free to enter into third party contracts with any other subcontractor, laborer and/or materialmen for the provision of the Work to be provided hereunder. Subcontractor will ensure that such other work performed by third party subcontractors, laborers and materialmen does not interfere with Subcontractor's performance under the Contract Documents and all such other contracts shall not be deemed a direct contract between Stock and such third party subcontractors laborers, or materialmen. This Agreement shall not be construct as obligating Stock to accept bids or issue Work Notification Forms to Subcontractor.

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Notification Forms by	The Work to be perform	ed by Subcontractor	shall be more speci	ifically described in subsequ	tently issued Work
- THE LEWISH TO THE DI	ar o generally described.	345	· L L		
Cost Code No.					

As set forth above, in conjunction with this Agreement, Stock may issue Work Notification Forms from time to time, covering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Subcontractor's proposol, estimate or similar document is attached to or referenced in a Work Notification Form issued by Stock, only those terms, which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and/or this Agreement and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Stock and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided in the Plans and Specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

4. PRICING and PAYMENTS: Subcontractor has submitted to Stock a Bid/Proposal pursuant to Stock's "invitation to bid" for Work, receipt of which is acknowledged thereon by Stock, which Bld/Proposal is incorporated herein by reference. The Bid/Proposal may be modified by Subcontractor only by a subsequent written and dated amendment, as approved by and receipt of which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and obsolute discretion. Upon acceptance and approval by Stock, such amended Bid/Proposal shall be attached hereto and incorporated herein by reference. The Bld/Proposal in effect at the time of the issuance or any Work Notification Form shall be applicable to all Work to be performed thereunder, without variation, unless otherwise approved in writing by Stock. Subcontractor acknowledges that its compensation is a fixed contractual rate, subject to modification under the next clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor ogrees that payment shall be made to the entity named in the beginning paragraph of this Agreement, and not to any individual person which provides Work pursuant to this Agreement.

Notwithstanding anything in this Agreement to the contrary, Subcontractor's right to any payment under this Agreement is expressly contingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Form has been completed satisfactorily; (2) If requested by Stock, the Subcontractor delivering to Stock a full and complete release of all llens and claims of Subcontractor and any and all of its subcontractors and suppliers of materials, labor, equipment, work, tools, services and other items furnished in connection with the Work, and (3) If requested by Stock, the Subcontractor delivering to Stock an affidavit (in a form satisfactory to Stock) that provides that so far as Subcontractor is able to ascertain, no person or entity other than the persons or entities furnishing such waivers and releases, has a right to any such lien or claim for materials, labor, equipment, work, tools, services or other items furnished in connection with the Work.

Notwithstanding anything in this Agreement to the contrary, If requested by Stock, Subcontractor's failure to supply these lien waivers and releases will negate any request for payment until such time as the lien waivers and releases are provided. If any lien or claim remains outstanding after all payments are made, Subcontraeur shall refund to Stock all monies that Stock may be compelled to pay in discharging or resolving such llen or claim, including, without limitation, attorney's fees and costs. If Subcontractor fails to make any such refund within litteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in breach of this Agreement, and Stock may, in addition to any other right and remedy, withhold from any sums due or to become due Subcontractor under this or any other Agreement such amount as may be required, in Stock's sole discretion, to discharge or resolve any such lien or claim, and to reimburse Stock for the applicable fees and costs incurred by Stock. Subcontroctor shall defend, indemnify and hold harmless Stock and Stock's purchaser from the operation and effect of any lien or encumbrance arising out of the performance of Subcontractor's work, and shall turn over the property subject to the Work, including any improvements therean, to Stock free and clear of all such liens and encumbrances. If any such lien or encumbrance is claimed by any person or entity performing any portion or Subcontractor's work, Subcontractor shall, immediately upon verbal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the lien or encumbrance from the real property to the bond. If Subcontractor continues to receive payments from Stock, Subcontractor will hold these payments and the rights to future payments from Stock in trust for the benefit of, and to be first applied to payment of those subcontractors, laborers, equipment suppliers and material suppliers who have performed any portion of Subcontractor's work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurre an

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the performance of Subcontractor's work are not being promptly paid, Stock may, upon giving written notice to Subcontractor, take any steps deemed necessary to ensure that any payments from Stock to Subcontractor shall be utilized to pay such obligations. Upon such written notice, Stock may require Subcontractor to supply satisfactory evidence that Subcontractor's obligations have been paid or to post o payment and performance bond for the protection of Stock, its purchaser, and those to whom Subcontractor has an obligation for payment. The failure of Subcontractor to provide either of these means of security shall entitle Stock to retain out of any payment due or become due to Subcontractor a reasonable amount to protect Stock from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by Subcontractor.

Acceptance of Work and payment therefore by Stock under this paragraph shall not be construed as a waiver by Stock for Work later found detective and shall not release the Subcontractor from liability under any warranty for defective Work or for any obligation to perform warranty service Work.

5. SUBCONTRACTOR REVIEW and INSPECTION: Subcontractor expressly agrees to read and familiarize itself completely with all Contract Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form, to Independently verify all information furnished by Stock or contained in the Plans and Specifications and to Inspect the job site before starting any Work under a Work Notification Form. Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any laws, ordinances, rules, regulations or orders of any public authorities observed or known to Subcontractor in the Work, Plans and Specifications or at the job site. All Plans and Specifications furnished to Subcontractor by Stock are the property of Stock and shall not be duplicated or used for any purpose other than the performance of the Work and must be returned to Stock at the completion of Subcontractor's Work. Subcontractor shall be solely responsible for all construction under this Agreement and any Work Notification Form, including the techniques, sequences, procedures and means, and for coordination of all Work.

Subcontractor has made an independent investigation of the site, and the soll conditions and has satisfied itself as to all of these cooditions such that the Bid/Proposal include payments for all Work which may be performed by Subcontractor to avercome any unanticipated, underground, or concealed conditions. Subcontractor waives any and all rights and claims for any changes to the Work Notification Form amount for any items or claims which Subcontractor could have become aware of prior to accepting the Work Notification Form and/or commencing Work thereunder had its examinations of the Project been cooducted in a reasonable manner.

- Subcontractor shall be responsible for inspecting any work of another contractor that may affect its own Work and shall report in writing to Stock any defects in such work upon discovery of the defect prior to commencing any portion of the Work, or it shall be deemed to have accepted such work as correct and fit to be accommodated into its own. If Subcontractor shall be delayed in the commencement, prosecution, or completion of the Work or shall be obstructed or hindered in the orderly progress of the Work by an act, failure to act, prosecution, or completion of the Work or shall be obstructed or hindered in the orderly progress of the Work by an act, failure to act, omission, neglect or default of Stock, any architect another contractor or subcontractor, or any of their respective agents or employees, or by any cause beyond the control of Subcontractor, then the time fixed for completion of the Work may be extended in the sole discretion of Stock and only if Subcontractor notifies Stock in writing within forty-eight (48) hours of the discovery of the cause of such delay. Subcontractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to, the aforesaid causes, and agrees that Subcontractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.
- 6. PROSECUTION OF WORK: Subcontractor shall cooperate with all other contractors engaged by Stock to the effect that their work shall not be impeded and shall give such other contractors access to the job site necessary to perform their contracts. Subcontractor shall perform the Work in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as Stock may direct so as to promote the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor, the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor, Subcontractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the Subcontractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to Slock. Any materials that are to be furnished by Subcontractor hereunder shall be furnished in sufficient time to enable Subcontractor to perform and complete its Work with the time or times provided for herein or in any Work Notification form. If, in the opinion of Stock, in its sole discretion, Subcontractor falls behind in furnishing the occessary labor and/ or materials to meet the schedule established by Stock, then Subcontractor shall take such steps and actions as are deemed necessary by Stock to improve the rate of progress, including, but not limited to, increasing the labor force, number of shifts and/or work such overtime as may be required, at its own expense, to bring its part of the Work up to the schedule established by Stock. Subcontractor agrees to reimburse or pay Stock, or Stock may withhold payment otherwise due under this Agreement, for any and all damages that Stock may sustain as a result of such dela

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Subcontractor shall perform all labor in a thorough and workmanlike manner, according to the highest standards of the trade, Subcontractor warrants that all labor done and any materials furnished by Subcontractor will meet or exceed FHA minimum property standards. VA requirements, any applicable building code requirements and all Stock requirements. Should a dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished hereunder, which concerns the parties hereto only, or which concerns Subcontractor and any other contractor(s), subcontractor(s) or supplier(s), the dispute shall be decided by Stock, whose decision thereon shall be final and conclusive. In any event, and in spite of any dispute, claim, or controversy arising out of this Agreement. Subcontractor shall proceed diligently with the Work, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy.

- MATERIALS and EQUIPMENT: Subcontractor shall secure and maintain material ordered by Subcontractor until completion of the Work and satisfaction acceptance by Stock. Subcontractor shall be responsible for the receipt, delivery, unloading, holsing storage, warehousing, protection, insurance and all other risks of loss relating to any materials or equipment Subcontractor is to furnish, install, provide, or have provided to it under this Agreement. Subcontractor shall keep adequate supply of materials on hand at all times, as required to meet production schedules. Subcontractor shall be responsible for the security of all materials on the jobsite. Further, if the Work requires the installation of materials furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided, and to thereupon handle, store, and install the items with such skill and care to ensure a satisfactory and proper installation. Loss or damage to the materials due to acts of negligence by the Subcontractor shall be deducted from any amounts due or to become due to the Subcontractor.
- 8. SUBCONTRACTOR REPRESENTATIONS:: Subcontractor represents and warrants that it is fully qualified in oil respects to perform the Work and shall at all times maintain strict discipling among its employees. Subcontractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Subcontractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Subcontractor agrees not to employ any person unfit or without sufficient skill to perform the job for which Subcontractor was retained for the Project. Subcontractor agrees that Stock shall not provide training of any kind. Accordingly, it is the sole responsibility and expense of Subcontractor to provide training for the Subcontractor or its employees, agents, or subcontractors.

Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Subcontractor shall comply with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract Documents.

Subcontractor shall at all times remain an independent contractor, solely responsible for the Work, methods, (echniques, procedures and supervision and coordinating all portions of the Work to be performed under this Agreement and Field Guidelines, No provision hereuf shall be construed to make Subcontractor Stock's agent. All person employed by Subcontractor, or Subcontractor's sub-contractors to perform services in connection with this Agreement shall be under the exclusive control and direction of Subcontractor or Subcontractor's subcontractors, it being the intention of the parties that Subcontractor and its subcontractors shall be under remain an independent contractor. Stock shall not exert actual control, nor possess the right to control, the actions of the employees of Subcontractor or Subcontractor's subcontractors in performing duties under this Agreement.

Subcontractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Subcontractor or any one for whom Subcontractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Stock or Stock's separate contractors, Subcontractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Subcontractor.

Subcontractor shall not load nor permit any part of any structure or property to be loaded in any manner that will endanger that structure or property, nor shall Subcontractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

LICENSES and PERMITS: Subcontractor shall, at Subcontractor's sole expense, hold and maintain all required licenses, often and required licenses, often and orders of all public authorities relating to the performance of the Work. In the event of termination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, per-us, contracts, subcontracts, and purchase orders relating to the Work. Subcontractor agrees that Stock is not responsible for providing any tools or benefits for the Subcontractor or its employees, agents, or subcontractors.

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10. REGULATORY COMPLIANCE and HAZARDOUS SUBSTANCES: The Occupational Safety and Health Act of 1970, as amended (OSHA) has established regulations estitled OSHA Hazard Communication Standard, According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets (MSDS) giving information on proper handling and precautionary measures in using the materials. Many substances commonly used in residential construction fit the description of hazardous materials established by OSHA. Subcontractor shall comply with all OSHA regulations pertaining to the work and any materials used in the work. Subcontractor shall have sole and exclusive responsibility for training its employees, subcontractors and suppliers in the proper handling of hazardous materials and any precautionary measures required. Subcontractor shall supply all protective cottning and devices necessary to protect its employees, subcontractors and suppliers from hazardous materials while on the site. Subcontractor shall obtain all MSDS's pertaining to my hazardous material used or created in the process of performing the work, and shall distribute copies of such MSDS's to Company and to all other contractors, subcontractors, and suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors or suppliers performing work on the site, copies of all MSDS's for all hazardous naterials used or created by such contractors, subcontractors or suppliers, and shall retain copies of such MSDS's and provide them to Subcontractor's employees, subcontractors and suppliers as required by the OSHA regulations. In other words, Subcontractor must exchange MSDS's with all other contractors, subcontractors and suppliers, and implement a training program for its employees.

Subcontractor acknowledges and understands that the Project may be subject to the requirements of the National Pollutant Discharge Elimination System, as amended (NPDES) and Clean Water Act, as amended (CWA). Subcontractor is fully oware of the NPDES and CWA and shall not in any way interfere, damage or in any way negatively impact the structures and for procedures in place or to be implemented of the Project pertaining to NPDES and CWA. Subcontractor shall be responsible for any loss, damage, fine and penalty incurred by Stock or its affiliates due to acts of negligence by the Subcontractor and such costs and expenses shall be deducted from any amounts due or to become due to the Subcontractor. Further, Subcontractor shall indemnify Stock for any and all costs, fines, penalties and expenses incurred by Stock as a result of violations of NPDES and CWA coused by Subcontractor.

- 11. EMERGENCIES: In the event of an emergency affecting the safely or protection of persons or the Work or property at the job site or adjacent thereto, Subcontractor, without special instruction or authorization from Slock is obligated to act to prevent threatened damage, injury or loss. Subcontractor shall give Stock wrillen notice within twenty-four (24) hours after the occurrence of the emergency. If Subcontractor believes that any significant changes in the Work or variations from the Cootract Documents have been caused thereby. If the Stock determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Subcontractor fails to provide the twenty-four (24) hour written notice noted above, the Subcontractor shall be deemed to have varied any right it otherwise may have had to seek an adjustment Pricing or an extension to the term of this Agreement.
- 12. ASSUMPTION OF LIABILITY: Subcontractor agrees to, and hereby does, assume full responsibility for any and all acts, negligence or omissions of Subcontractor's employees, laborers, agents, materialmen, and subcontractors and any and all employees and agents of the aforementioned, and any and all other persons doing work under an oral or written order or contract with Subcontractor.
- 13. INDEMNIFICATION, HOLD HARMLESS & DEFENSE: The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, at Subcontractor's sole expense. Subcontractor shall indemnify, defend ond hold harmless both Stock and the Owner (if different from Stock) and their offiliated companies, parents, subsidiaries, partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns (collectively referred to as "Indemnified Partylies") of, from, and against any and all claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, including but not limited to demands, suits, liabilities, causes of action, damages, claims for bodily injury, death or damage to property, judgments, contractual liabilities, including costs and expenses associated thereto which include but is not limited investigative and repair costs, attorneys! fees and costs, consultants' fees and costs, and other expenses, any of which arise out of, relate to, result from, are occasioned by, contributed to by, connected with and/or are in any way caused, in whole or in part, by the acts of, omissions, failures and/or performance by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, as to any of the following (collectively referred to as "Claims"):
 - (a) Work as required by the Contract Documents and under this Agreement;
 - (b) construction or others services as required by the Contract Documents and under this Agreement;
 - (c) materials furnished as required by the Contract Documents and under this Agreement;
 - (d)violations or alleged violations of Occupational Safety and Health Act of 1970, as amended, or to regulations promulgated thereunder, and/or to violations or alleged violations similar state laws and regulations;

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(e)injuries of to and/or destruction of tangible property, including the loss of use or economic loss resulting therefrom;

(f)defectively performed and/or alleged defectively performed Work by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose aets any of them may be liable;

(g)breach of this Agreement; and/or

(h)acts or omissions which include negligent or willful misconduct of Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or envious for whose acts any of them may be liable, whether active or passive,

In Whole or in Part: Subcontractor's obligation to indemnify, defend and hold hannless the Indemnified Parties, shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this Paragraph 13.

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by any of the Indemnified Parties, whether active or passive.

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Porties is applicable whether any Claims are eaused in part by the concurrent act(s), omission(s) by and/or negligence of any of the Indemnified Parties, whether netive or passive, provided however, said Indemnified Party shall not be indemnified for its own sole negligence or willful misconduct.

Limitations on Obligations & Florida Statutes. Section 725.06: With regard to any and all Claims, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Exhibit "A", or benefits payable by/for Subcontractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing. Subcontractor's obligation to iodemnify, defend and hold harmless the Indemnified Partles shall be limited to the greater of:

(a)A maximum of \$5,000,000.00; or

(b) the amount of this Agreement sum; or

(c)the maximum amount of insurance coverage limits available to the Subcontractor under any and all policies of insurance and applicable to any Claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clouse or provision of this Paragraph 13 is determined not to be in compliance with Florida Statutes, Section 725.06, including ony amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and offect.

Duty to Defend: Subcontractor's duty to defend under this Paragraph 13 is independent and separate from its duty to indemnity and hold hamiless, and the duty to defend exists regardless of any ultimate liability of Stock and/or any Indemnified Party. The duly to defend arises immediately upon presentation of a Claim by any person or entity with written notice of such Claim being provided to Subcontractor.

Survival Provision: Subcontractor's obligation to indomnify, defend and hold harmless will survive the explication or earlier termination of this Agreement until it is determined by final judgment that an action against the Indomnified Party/ies for any and all matters indomnified is fully and finally barred by the applicable statute of limitations.

Waiver of Subrogation: Subcontractor waives any rights of subrogation against Stock and shall require any of Subcontractor's subcontractor's subcontractors, laborers, materialmen, agents, or employees, and unyone for whose nets any of them may be liable to waive their subrogation rights against Stock.

Secure Performance: All its sole discretion, Stock may withhold, from time to time, from any monies otherwise due Subcontractor hercunder or under any other contract or agreements, a sum of money, which, in the sole judgment of Stock, shall be sufficient to secure the performance of Subcontractor's obligations under this Paragraph 13.

Notice: Slock shall provide written notice of any Claims within sixty (60) days after Stock becomes reasonably aware that Subcontractor may be liable for any such Claims.

14. SUBCONTRACTOR WARRANTIES: Subcontractor represents and warrants to Stock that all equipment and materials provided by Subcontractor and incorporated in the Work will be new, unless otherwise specified in the Plans and Specifications, and together with the Subcontractor's Work shall be of good quality, free of defects and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment, materials and Work not so in conformity shall be defective. Subcontractor specifically agrees that it is responsible for the protection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said final completion. Inspection by Stock shall not relieve Subcontractor of its obligations herein. SUBCONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY

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SUBCONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS TITLE OF THE SUBJECT OF THE WORK, (HOUSE OR CONDOMINIUM UNIT) TO A PURCHASER OF THE HOUSE OR CONDOMINIUM UNIT, AND CONTINUING FROM SUCH DATE UNTIL THE LAST OF THE FOLLOWING TO OCCUR; (1) ONE YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTEN WARRANTY GIVEN BY STOCK TO SUCH PURCHASER OR (3) THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATUTORY. WARRANTIES OF SUCH PURCHASER, OR SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY, IF ANY. SUBCONTRACTOR AGREES TO MAKE AT SUBCONTRACTOR'S SOLE EXPENSE, ALL REPAIRS AND CORRECT SUCH DEFECTS IN ORDER TO MEET ANY OF SUBCONTRACTOR'S WARRANTY OBLIGATIONS WITHIN EIGHT (8) HOURS OF NOTICE (ORAL OR WRITTEN) OF SUCIL DEFECT IN AN EMERGENCY (DETERMINED BY STOCK IN 17S SOLE DISCRETION) AND WITHIN FORTY-EIGHT (48) HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition, Subcontractor shell transfer any and all applicable manufacturer's warranties, together with all service and operating manuals for materials furnished by it under this Agreement, to Slock when the Work is completed or this Agreement is terminated, whichever Occurs first. The warranty contained in this paragraph 14 is in addition to any other special warranties required by contract or law, and such warranty does not negate or abridge Slock's right to assert claims for latent or patched defects in accordance with applicable law.

The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty or guarantee periods established in the Contract Documents without cost to the Owner, or the Contractor. If no guarantee of warranty is required of the Contractor in the Contractor. Documents, then the Subcontractor shall guarantee or warranty the Subcontractor Work for the period of one (1) year from the date(s) of conveyance to the end user.

The Subcontractor further agrees to execute any special guarantees or warrantles that shall be required for the Subcontractor's Work prior to final payment.

All guarantees and warranties must be submitted to the Contractor in a form acceptable to the Contractor prior to and as a condition for final payment.

Subcontractor expressly agrees that all warranties made by it in this Agreement shall survive the termination or expiration of this Agreement for any reason prior to the expiration of the full warranty period.

- 15. RUBBISH and DEBRIS: Subcontractor agrees to keep the job site and adjoining property free of waste material and rubbish caused by its Work or that of its subcontractors and to remove all waste materials and rubbish on completion or termination of its Work logether with all tools, equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subcontractor shall conduct general clean-up operations, including, but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walks, where applicable. Any personal property left by Subcontractor on or around job site for thirty (30) days following completion of the Work, excluding any Work performed pursuant to warranty service obligations, will become the property of Stock.
- 16. ASSIGNMENT: Subcontractor shall not assign this Agreement or any payments due or to become due hereunder without the prior written consent of Stock, which consent may be withheld in the sole discretion of Stock. Poyments to Subcontractor will be made in accordance with Stock's current published payment procedures, as the same may be amended from time to time. Payment to Subcontractor of all or any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or in any way walve or affect Stock's claims or rights against Subcontractor.
- 17. CHANGES: Stock reserves the right to make changes in the Work in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performance. All changes will be authorized by a new written Work Notification Form which will include conforming changes in any Bid/Proposal, payment schedule and/or time for performance.
- 18. INSURANCE REQUIREMENTS: Subcontractor shall procure and maintain insurance policies in the form and amounts as set forth on Exhibit "A", attached hereto and incorporated herein by reference. All coverage shall be placed with an insurance carriers duly admitted in the State of Florida and shall be reasonably acceptable to Stock. All insurance earriers must maintain an A.M. Best rating of "A-VIII" or better. Certified copies of all insurance policies must be made available and provided to Stock within ten (10) days of Stock's request. The word "Claims" used in this Paragraph 18 has been defined in Paragraph 13 above.

Endorsements in Insurance Policies: In addition to Exhibit "A", the Subcontractor shall carry and maintain commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing coverage equal to or greater than said form). All policies of liability insurance shall contain an Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing coverage equal to or greater than said form).

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or greater than said form which would at a minimum additional insured status with respect arising out of Subcontractor's Work pursuant to the Contract Documents and which provides coverage both during the products completed operations hazard period.) Such insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal and adventising injury, bodily injury, property damage, and liability assumed under an insured contract (including the tora liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability, excess or umbrella coverage forms which contains any of the following:

(a) Limitations or Modification of Controctual Liability Language;

- (b) Limitations or exclusions for Damage to Work Performed by Sub Contractors;
- (c) Limitations or Exclusions for Residential Work
- (d) Limitations or Exclusions for Multi-Unit Dwellings
- (c) Limitations or Exclusions related to explosion, collapse, underground property damage:
- (1) Pollution Exclusions; or
- (g) work performed by subcontractors.

Additional Insured: Stock shall be named as an additional insured, loss payer and certificate holder on each of the policies as outlined in Exhibit "A". Coverage under all policies shall be afforded to the additional insureds whether or not any Claims are actually in litigation.

Stock shall remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project that is the subject of this Agreement and the Cootact Documents regardless of the date when the Subcontractor, Subcontractor's subcontractors, laborers, materialmen, agents, employees, and/or enyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, and/or regardless of the dates any certificates of occupancy are issued. Subcontractor's obligation to have Stock remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project will survive the expiration or earlier termination of this Agreement until any and all Claims are fully and finally barred by the greater of any and all applicable statute of limitation or statute of repose.

Priority of Insurance Coverage: It is the intent of the parties that all available and applicable insurance coverage of the Subcontractor, whether primary or excess or umbrella policies, he primary coverage for any and all Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, regardless of who makes said Claims. Further, the parties intend that Stock's insurance policies be excess over any and all available and applicable insurance policies of Subcontractor for the purposes of indemnity and defense of Stock.

Certificates of Insurance: Prior to commencing any Work under this Agreement, Subcontractor shall submit to Stock copies of policies or Certificate of Insurance that confirm appropriate insurance coverage.

Each Certificate of Insurance shall provide that the insurer must give Stock at least ninety (90) days prior written notice of non-renewal or material change in coverage and termination of the coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation for termination of any such policy, the Subcontractor shall supply Stock with a new and replacement Certificate of Insurance and additional Insured endorsements as proof of renewal/replacement policies of Insurance.

Subcontractor's Notice to Insurance Carriers and Agents: Prior to commedeing any Work under this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" and all amendments to each of its insurance agents and insurance carriers. Within ten (10) days after execution by the parties of any future amendments, modifications, additions, deletions, changes or addendums to this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit. "A", as amended, to each of its insurance agents and insurance carriers.

Subcontractor's Subcontractors: Subcontractor ocknowledges it shall not subcontract any part of this Agreement without supplying Stock proof that all Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, obtains and maintains appropriate insurance coverage as detailed in Exhibit "A". It shall be Subcontractor's sole responsibility to ensure that Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, fully complies with this Paragraph 18 and Exhibit "A", and future amendments thereto.

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Additionally, and prior to commencement of the Work, the Subcontractor shall provide Stock with a Certificate of Insurance showing insurance coverage, in compliance with Exhibit "A" each and every Subcontractor's subcontractors, laborers, materialmen, agents, and/or employees, and anyone for whose acts any of them may be liable. Coverage shall be no less than the limits as described in Exhibit "A". In the event any of these policies are terminated, for any reason, the Subcontractor shall provide Stock copies of Certificates of Insurance showing replacement coverage in compliance with Exhibit "A".

Whiver of Subrogation from Insurers: Subcontineour shall obtain from each of its insurers, a waiver of subrogation as to each of its insurers, in layor of Stock with respect to any Claims concerning, pertaining to, related to, mising out of and/or connected with the Work and Contract Documents.

Breach: Failure of Subcontractor to maintain complete and appropriate insurance is a material breach. In this event, in addition to the all other remedy provisions in this Agreement, Stock can elect to terminate this Agreement or to provide insurance at Subcontractor's sole expense; in neither case, however, shall Subcontractor's liability be lessed.

- 19. COMPLETION: Immediately upon the performance of any part of the Work, as between Subcontractor and Stock, title thereto shall vest in Stock to the extent permitted by law; provided, however, the vesting of such title shall not impose any obligations on Stock or relieve Subcontractor of any of its obligations hereunder. Upon completion of the Work described in any Work Notification Form, Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is not in breach of this Agreement, and provided that Subcontractor is otherwise entitled to payment under this Agreement, upon notification to Stock, Stock shall pay Subcontractor for the Work described in the Work Notification Form in accordance with the Work Notification Form and the Bid/Proposal within sixty (60) days following Stock's receipt of a request for payment from Subcontractor. Subcontractor hereby agrees that if Subcontractor fails to request from Stock any sum, including, but not limited to, wages or confract sums due under this Agreement or any Work Notification Form, within ninety (90) days from the date they became due, sald sums to Subcontractor and Subcontractor shall have no claim thereto.
- 20. WAIVER: TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS' OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.
- 21. TAXES/CHARGES: Subcontractor shall pay alt taxes, contributions and/or premiums payable on its employees or on its operations under workers' compensation laws, unemployment compensation laws, the Federal; Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes, contributions and/or premiums which are payable by the employees and the Subcontractor shall indemnify, defend and hold Stock harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with these requirements. Subcontractor shall comply with oll rules and regulations at any time applicable hereto and shall, on demand, substantiate to Slock's reasonable satisfaction that all taxes and charges are being properly paid SUBCONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL REMPLOYEES OF SUBCONTRACTOR:
- 22. DEFECTIVE WORK: Should Sweek notify Subcontractor (orally or in writing) that any part of the Work is incorrect and does not conform to the terms of the Contract Documents, Subcontractor shall immediately being to correct such defective work and shall complete such corrected work within forty-eight (48) hours unless Slock shall agree to a longer period. If Subcontractor refuses to perform any corrective work, Subcontractor shall waive the obove described forty-eight (48) hour period and such refusal or failure to perform the corrective work shall be deemed a default by Subcontractor hereunder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the disturbance of work completed by other contractors.
- 23. BREACH: SUBCONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT IF:
 - (a) Subcontractor's Work is defective and not remedied as provided herein; or
 - (b). Subcontractor does not make prompt and proper payments to its employees, agents and/or subcontractors; or
 - (c) Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to it: or
 - (d) Another contractor is damaged by an act for which Subcontractor is responsible; or

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- (e) Subcontractor or any third party lumishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge band within this liventy four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge band within this liventy four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge band within this liventy four (24)
- (i) Subcontractor fails to perform warranty service under this Agreement or any other prior or contemporaneous Subcontractor Agreement with Stock; or
- (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's (or Subcontractor's subcontractors or agents) violation of any law, ordinance, regulation, administrative ruling and/or court order, or
- (h) Subcontractor becomes insolvent or any pelition for bankruptcy is filed with respect to Subcontractor; or
- (i) Subcontractor fails or neglects to prosecute the Work diligeous and promptly, whether due to inadequate or incompetent supervision, insufficient skilled workers, lack of material or equipment, improper quantity or quality, or for any other reason not described herein;
- (j) Subcontractor fails to comply with any terms of this Agreement or any Work Notification Form issued under this Agreement.
- 24. REMEDIES: IF SUBCONTRACTOR IS IN BREACH OF THIS AGREEMENT, IN ADDITION TO ANY AND ALL OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW, STOCK, IN ITS SOLE DISCRETION, MAY DO ANY OR ALL OF THE FOLLOWING:
 - (A) IMMEDIATELY TERMINATE THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR WRITTEN AGREEMENT WITH SUBCONTRACTOR OR OTHER SUBCONTRACTOR BASE AGREEMENT BETWEEN SUBCONTRACTOR AND STOCK AND DISMISS SUBCONTRACTOR FROM THE JOB SITE BY PROVIDING SUBCONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION;
 - (B) ENGAGE OR EMPLOY OTHER CONTRACTORS TO REMEDY SUBCONTRACTOR'S DEFECTIVE WORK, TO COMPLETE ANY PORTION OF THE WORK NOT COMPLETED BY SUBCONTRACTOR, PERFORM SUBCONTRACTOR'S WARRANTY SERVICE OBLIGATIONS OR OTHERWISE CURE SUBCONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND EXPENSE;
 - (C) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE HUNDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUE OR BECOME DUE TO SUBCONTRACTOR, WHETHER UNDER THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAGEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B) ABOVE OR OTHERWISE RELATING TO SUBCONTRACTOR'S BREACH, INCLUDING, BUT NOT LIMITED TO, STOCK'S OVERHEAD AND PROFIT; AND/OR
 - (D) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE (I) YEAR AN AMOUNT, WHICH AMOUNT SHALL NOT EXCEED FIVE PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORK, TO INSURE SUBCONTRACTOR'S PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS, STOCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS.
- 25. TERMINATION: This Agreement may also be terminated and Subcontractor dismissed from the Job site by Stock at any time in its sole discretion, with or without cause, by providing Subcontractor with notice (written or oral, in the sole determination of Stock) of such termination, and such termination shall be effective as of the time and date stated in such notice. In the event of termination of the Agreement pursuant to this paragraph 25 without cause, Stock shall pay Subcontractor within sixty (60) days after the effective date of such termination, all sums due and owing Subcontractor for all labor accurred and all materials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor acknowledges and agrees that if Subcootractor is terminated pursuant to this paragraph 25 with cause, Subcontractor shall have no claim against Stock for any additional sums, including, without limitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or sums whatsoever. The termination payment described herein, if applicable, is Subcontractor's sole remedy and in no event shall Subcontractor have any claim for consequential damages. Further, in the event of termination, Subcontractor will turn over all equipment and materials ordered, purchased for and delivered to the Project, and Stock will pay the Subcontractor any amounts due based on the percentage of completion of Subcontractor's Work that is incompliance with this Agreement and the Pricing; actually accomplished and equipment and materials supplied to the Project; excluding any payment for uneamed profit and overhead. Subcontractor will facilitate transfer of Work to Stock by assigning its rights under subcontracts and purchase orders.

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- 26. ENTIRE AGREEMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are no other agreements, oral or written, by and between the parties hereto, except as to Subcontractor's warranties under any prior or contemporaneous Subcontractor Agreements with Stock, which warranties are incorporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subcontractor is that of an independent contractor.
- 27. HEADINGS: The paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
- NOTICES: Unless otherwise set forth herein, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be (a) delivered by hand, (b) send by Federal Express, Express Mail or other overnight counter service, sent to the address on the first page hereof or such other address for notice as the parties shall last have famished in writing to the person giving the notice or (c) sent by facionile transmission with a copy delivered pursuant to (a) or (b) above. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by facisimile transmission as of the date and time of transmission, and (iii) if sent by Federal Express, Express Mail or other reputable overnight courier service, upon the earlier of the date of receipt or one (1) business day after posting thereof. If a notice is mailed in the manner provided above, it is duly given, whether or not the addressee received it.
- 29. INVALIDITY: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. <u>DISPUTE</u>: If a controversy or claim anses out of or related to this Agreement, including a claim relating to an action taken by Slock pursuant to the self-help remedies of paragraph 24; and the parties cannot resolve the matter between themselves within sixty (60) days after Stock is first provided written notice of the claim or controversy by Subcontineor, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a dispute arise between Stock and a buyer of a residence regarding materials supplied or work performed by Subcontractor, Subcontractor agrees to participate in, and he bound by, arbitration proceedings between Stock and the buyer.
- 31. JURISDICTION and PRESUMPTION: This Agreement shall be governed by and construed under the laws of the Stale of Florida. Any action brought to coforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the party who liself or through its agents prepared the same, or being agreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.
- 32. WAIVER: Except as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument, executed by the parties hereto. No waiver by either party of any failure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. COUNTERPARTS and FACSIMILE/PDF SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Signatures given via facsimile or scan PDF transmission and shall be deemed original.
- 34. PERSONS BOUND: The provisions of this Agreement shall inure to the benefit of, and shall blind, the heirs, executers, administrators, successors and assigns of the respective parties. No person shall be deemed to be a third party beneficiary of this Agreement or any portion thereof. Subcontractor may not assign this Agreement without Stock's prior written consent, which consent Stock may withhold in its sole

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and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor five (5) days written notice thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

stock:	SUBCONTRACTOR:
STOCK CONSTRUCTION, LLC, a Florida limited liability company	(Subcontractor Entity Name)
By: Alexander	By cet the
Print Name: BB Im B Title: Present	Print Name: de 127 57 42 12 1600

Page 12 of 12 Rev 01/07/2011 Stock Initials_____ Subcontractor Initials_____

E	EXHIBIT 11



Subcontractor Base Agreement

NAME (OF SUBCONTRACTOR: SI/tech Inc				
OWNER	SHIP: ACCORPORATION. II PARTNERSHIP II PROPRIETORSHIP II LIMITED LIABILITY COMPANY				
NAME(S	5) OF PRINCIPAL OFFICERS, PARTNERS OF OWNERS: DING J. LONGO				
SUBCO	NTRACTOR'S EIN OR SOCIAL SECURITY NO:				
BUSINE	SS ADDRESS: 1881 TRADE COTER WAY, NAPLES FL 34109				
PHONE 239-5-93-7988 FAX 239-5-93-7983 EMAIL dond of 5//tech-inc. CD					
Construc	GREEMENT ("Agreement") made and entered into this 10 Th day of January 20 6, by and between Stock dion, LLC, a Florida limited liability company, its successors and/or assigns ("Stock") and 5/14ch 5/2 a floridal polarion. ("Subcontractor').				
	A single of the Cities to decrease that have the second or considerable and the analysis of the Cities to				
t,	As used herein the following terms shall have the meanings specified unless the context otherwise requires.				
	(a) "Bid/Proposal" shall have the meaning specified in Peregraph 4. (b) "Contract Documents" shall mean this Agreement, together with any and all Subcontractor Safety & Health Standards (Field				
	Guidelines), Work Notification Forms, Bid/Proposals, and Plans and Specifications issued or utilized in connection with Work performed				
	by Subcontractor.				
	(c) "FHA" shall mean the Federal Housing Administration.				
	(d) 'Plans and Specifications' shall mean approved foundation plans, frame plans, floor plans, clevation plans, blueprints, construction				
	sheet details, and other specifications, including FHA manuals:				
	(e) "Project" shall mean the following:				
	(f) "Stock" shall have the meaning specified in the beginning paragraph of this Agreement.				
	(g) "Subcontractor" shall have the meaning specified in the beginning paragraph of this Agreement and shall include Subcontractor's				
	subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable.				
	(h) "YA" shall mean the U.S. Department of Veterans Affairs.				
	(i) "Work" shall include, without limitation, any and all of the work specified in Paragraph 3 below, and any and all change order work,				
	extra work; work included on all Work Notification Forms, unbudgeted work, and other work directed by Stock to be performed by				
	Subcontractor; including but not limited to the management, supervision, financing, labor, materials, tools, fuel, supplies, utilities,				
	equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike				
	manner the Work required by the Contract Documents.				
	(i) "Work Notification Form" shall mean a written order issued by Stock to Subcontractor specifying certain Work to be performed; the				
	lerm Work Notification Form shall include forms designated "Purchase Order", "Job Start Order", "Field Purchase Order", and other				
	cimilar decimations and containing certain information about commencing such Work and the narment for such Work				

2. NON-EXCLUSIVITY: The purpose of this Agreement is to fix the obligations of Stock and Subcontractor as to the performance by Subcontractor of certain described Work. Subcontractor acknowledges that this Agreement is nonexclusive and that Stock is free to contract with any other person or entity for the performance of work which is the same or similar to that described in this Agreement. Subcontractor is also free to enter into third party contracts with any other subcontractor, laborer and/or materialmen for the provision of the Work to be provided hereunder. Subcontractor will ensure that such other work performed by third party subcontractors, laborers and materialmen does not interfere with Subcontractor's performance under the Contract Documents and all such other contracts shall not be deemed a direct contract between Stock and such third party subcontractors laborers, or materialmen. This Agreement shall not be construed as obligating Stock to accept bids or issue Work Notification Forms to Subcontractor.

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Notification Forms but is generally described as:	Trail A 1.0. And Supply OF Acris
windowsills	
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As set forth above, in conjunction with this Agreement, Stock may issue Work Notification Forms from time to time, covering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Subcontractor's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Stock, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and/or this Agreement and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Stock and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided in the Plans and Specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

4. PRICING and PAYMENTS: Subcontractor has submitted to Stock a Bid/Proposal pursuant to Stock's "invitation to bid" for Work, receipt of which is acknowledged thereon by Stock, which Bid/Proposal is incorporated herein by reference. The Bid/Proposal may be modified by Subcontractor only by a subsequent written and dated amendment, as approved by and receipt of which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and absolute discretion. Upon acceptance and approval by Stock, such amended Bid/Proposal shall be attached hereto and incorporated herein by reference. The Bid/Proposal in effect at the time of the issuance or any Work Notification Form shall be applicable to all Work to be performed thereunder, without variation, unless otherwise approved in writing by Stock. Subcontractor acknowledges that its compensation is a fixed contractual rate, subject to modification under the next clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor agrees that payment shall be made to the entity named in the beginning paragraph of this Agreement, and not to any individual person which provides Work pursuant to this Agreement.

Notwithstanding anything in this Agreement to the contrary, Subcontractor's right to any payment under this Agreement is expressly contingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Form has been completed satisfactorily; (2) If requested by Stock, the Subcontractor delivering to Stock a full and complete release of all liens and claims of Subcontractor and any and all of its subcontractors and suppliers of materials, labor, equipment, work, tools, services and other items furnished in connection with the Work, and (3) If requested by Stock, the Subcontractor delivering to Stock an affidavit (in a form satisfactory to Stock) that provides that so far as Subcontractor is able to ascertain, no person or enlity other than the persons or entities furnishing such waivers and releases, has a right to any such lien or claim for materials, labor, equipment, work, tools, services or other items furnished in connection with the Work.

Notwithstanding anything in this Agreement to the contrary, if requested by Stock, Subcontractor's failure to supply these lien waivers and releases will negate any request for payment until such time as the llen waivers and releases are provided. If any lien or claim remains outstanding after all payments are made, Subcontractor shall refund to Stock all monies that Stock may be compelled to pay in discharging or resolving such lien or claim, including, without limitation, attorney's fees and costs. If Subcontractor fails to make any such refund within fifteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in breach of this Agreement, and Stock may in addition to any other right and remedy, withhold from any sums due or to become due Subcontractor under this or any other Agreement such amount as may be required, in Stock's sole discretion, to discharge or resolve any such lien or claim, and to reimburse Stock for the applicable fees and costs incurred by Stock. Subcontractor shall defend, indemnify and hold harmless Stock and Stock's purchaser from the operation and effect of any lien or encumbrance arising out of the performance of Subcontractor's work, and shall turn over the property subject to the Work, including any improvements thereon, to Stock free and clear of all such liens and encumbrances. If any such lien or encumbrance is claimed by any person or entity performing any portion or Subcontractor's work, Subcontractor shall, immediately upon verbal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the lien or encumbrance from the real property to the bond. If Subcontractor continues to receive payments from Stock, Subcontractor will hold these payments and the rights to future payments from Stock in trust for the benefit of, and to be first applied to payment of those subcontractors, laborers, equipment suppliers and material suppliers who have performed any portion of Subcontractor's work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurred in

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the performance of Subcontractor's work are not being promptly paid, Stock may, upon giving veritten notice to Subcontractor, take any steps deemed necessary to ensure that any payments from Stock to Subcontractor shall be utilized to pay such obligations. Upon such written notice, Stock may require Subcontractor to supply satisfactory evidence that Subcontractor's obligations have been paid or to post a payment and performance bond for the protection of Stock, its purchaser, and those to whom Subcontractor has an obligation for payment. The failure of Subcontractor to provide either of these means of security shall entitle Stock to retain out of any payment due or become due to Subcontractor a reasonable amount to protect Stock from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by Subcontractor.

Acceptance of Work and payment therefore by Stock under this paragraph shall not be construed as a waiver by Stock for Work later found defective and shall not release the Subcontractor from liability under any warranty for defective. Work or for any obligation to perform warranty service Work.

5. SUBCONTRACTOR REVIEW and INSPECTION: Subcontractor expressly agrees to read and familiarize itself completely with all Contract Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form, to independently verify all information furnished by Stock or contained in the Plans and Specifications and to inspect the job site before starting any Work under a Work Notification Form. Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any laws, ordinances, rules, regulations or orders of any public authorities observed or known to Subcontractor in the Work, Plans and Specifications or at the job site. All Plans and Specifications furnished to Subcontractor by Stock are the property of Stock and shall not be duplicated or used for any purpose other than the performance of the Work and must be returned to Stock at the completion of Subcontractor's Work. Subcontractor shall be solely responsible for all construction under this Agreement and any Work Notification Form, including the techniques, sequences, procedures and means, and for coordination of all Work.

Subcontractor has made an independent investigation of the site, and the soil conditions and has satisfied itself as to all of these conditions such that the Bid/Proposal include payments for all Work which may be performed by Subcontractor to overcome any unanticipated, underground, or concealed conditions. Subcontractor waives any and all rights and claims for any changes to the Work Notification Form amount for any items or claims which Subcontractor could have become aware of prior to accepting the Work Notification Form and/or commencing Work thereunder had its examinations of the Project been conducted in a reasonable manner.

Subcontractor shall be responsible for inspecting any work of another contractor that may affect its own Work and shall report in writing to Stock any defects in such work upon discovery of the defect prior to commencing any portion of the Work, or it shall be deemed to have accepted such work as correct and fit to be accommodated into its own. If Subcontractor shall be delayed in the commencement, prosecution, or completion of the Work or shall be obstructed or hindered in the orderly progress of the Work by an act, fallure to act, omission, neglect or default of Stock, any architect, another contractor or subcontractor, or any of their respective agents or employees, or by any cause beyond the control of Subcontractor, then the time fixed for tompletion of the Work may be extended in the sole discretion of Stock and only if Subcontractor notifies Stock in writing within forty-eight (4B) hours of the discovery of the cause of such delay. Subcontractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to, the aforesaid causes, and agrees that Subcontractor's role right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.

not be impeded and shall give such other contractors access to the job site necessary to perform their contracts. Subcontractor shall perform the Work in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as Stock may direct so as to promote the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor, Subcontractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to Stock. Any materials that are to be furnished by Subcontractor thereunder shall be furnished in sufficient time to enable Subcontractor to perform and complete its Work with the time or times provided for herein or in any Work Notification Form. If, in the opinion of Stock, in its sole discretion, Subcontractor fells behind in furnishing the necessary labor and/or materials to meet the schedule established by Stock, then Subcontractor shall take such steps and actions as are deemed necessary by Stock to improve the rate of progress, including, but not limited to, increasing the labor force, number of shifts and/or work such overtime as may be required, at its own expense, to bring its part of the Work up to the schedule established by Stock. Subcontractor agrees to reimburse or pay Stock, or Stock may withhold payment otherwise due under this Agreement, for any and all damages that Stock may sustain as a result of such delays by Subcontractor. Time is of the essence in this Agreement, for any and all damages that Stock may sustain as a result of such delays by Subcontractor. Time is of the essence in this Agreement.

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Subcontractor shall perform all labor in a thorough and workmanlike manner, according to the highest standards of the trade.

Subcontractor warrants that all labor done and any materials furnished by Subcontractor will meet or exceed FHA minimum property standards. VA requirements, any applicable building code requirements and all Stock requirements. Should a dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished hereunder, which concerns the parties hereto only, or which concerns Subcontractor and any other contractor(s), subcontractor(s) or supplier(s), the dispute shall be decided by Stock, whose decision thereon shall be final and conclusive. In any event, and in spite of any dispute, claim, or controversy arising out of this Agreement, Subcontractor shall proceed diligently with the Work, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy.

- 7. MATERIALS and EQUIPMENT: Subcontractor shall secure and maintain material ordered by Subcontractor until completion of the Work and satisfaction acceptance by Stock. Subcontractor shall be responsible for the receipt, delivery, unloading, hoisting storage, warehousing, protection, insurance and all other risks of loss relating to any materials or equipment Subcontractor is to furnish, install, provide, or have provided to it under this Agreement. Subcontractor shall keep adequate supply of materials on hand at all times, as required to meet production schedules. Subcontractor shall be responsible for the security of all materials on the jobsite. Further, if the Work requires the installation of materials furnished by others, it shall be the responsibility of the Subcontractor to examine the Items so provided, and to thereupon handle, store, and install the items with such skill and care to ensure a satisfactory and proper installation. Loss or damage to the materials due to acts of negligence by the Subcontractor shall be deducted from any amounts due or to become due to the Subcontractor.
- 8. SUBCONTRACTOR REPRESENTATIONS: Subcontractor represents and warrants that it is fully qualified in all respects to perform the Work and shall at all times maintain strict discipline among its employees, Subcontractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in eccordance with the Contract Documents. Subcontractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Subcontractor agrees not to employ any person unfit or without sufficient skill to perform the job for which Subcontractor was retained for the Project. Subcontractor agrees that Stock shall not provide training of any kind. Accordingly, it is the sole responsibility and expense of Subcontractor to provide training for the Subcontractor or its employees, agents, or subcontractors.

Subcontractor shall not discriminate against any employee or applicant for employment because of race, ereed, color, sex, age or national origin. Subcontractor shall comply with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract Documents...

Subcontractor shall at all times remain an independent contractor, solely responsible for the Work, methods, techniques, procedures and supervision and coordinating al portions of the Work to be performed under this Agreement and Field Guidelines. No provision hereof shall be construed to make Subcontractor Stock's agent. All person employed by Subcontractor, or Subcontractor's sub-contractors to perform services in connection with this Agreement shall be under the exclusive control and direction of Subcontractor or Subcontractor's subcontractors, it being the intention of the parties that Subcontractor and its subcontractors shall be and remain an independent contractor. Stock shall not exert actual control, nor possess the right to control, the actions of the employees of Subcontractor or Subcontractor's subcontractors in performing duties under this Agreement.

Subcontractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Subcontractor or any one for whom Subcontractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Stock or Stock's separate contractors, Subcontractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Subcontractor.

Subcontractor shall not load not permit any part of any structure or property to be loaded in any manner that will endanger that structure or property, nor shall Subcontractor subject any part of the Work or edjacent property to stresses or pressures that will endanger it.

9. LICENSES and FERMITS: Subcontractor shall, at Subcontractor's sole expense, hold and maintain all required licenses, obtain all required permits and shall comply with all laws and ordinances and the rules, regulations, and orders of all public authorities relating to the performance of the Work. In the event of termination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, permits, contracts, subcontracts, and purchase orders relating to the Work. Subcontractor agrees that Stock is not responsible for providing any tools or benefits for the Subcontractor or its employees, agents, or subcontractors.

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10. REGULATORY COMPLIANCE and HAZARDOUS SUBSTANCES: The Occupational Safety and Health Act of 1970, as amended (OSHA) has established regulations entitled OSHA Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets (MSDS) giving information on proper handling and precautionary measures in using the materials. Many substances commonly used in residential construction fit the description of hazardous materials established by OSHA. Subcontractor shall comply with all OSHA regulations pertaining to the work and any materials used in the work. Subcontractor shall have sole and exclusive responsibility for training its employees, subcontractors and suppliers in the proper handling of hazardous materials and any precautionary measures required. Subcontractor shall supply all protective clothing and devices necessary to protect its employees, subcontractors and suppliers from hazardous materials while on the site. Subcontractor shall obtain all MSDS's pertaining to any hazardous material used or created in the process of performing the work, and shall distribute copies of such MSDS's to Company and to all other contractors, subcontractors, and suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors and suppliers performing work on the site, copies of all MSDS's for all hazardous materials used or created by such contractors and suppliers performing work on the site, copies of such MSDS's and provide them to Subcontractor's employees, subcontractors and suppliers as required by the OSHA regulations. In other words, Subcontractor must exchange MSDS's with all other contractors, subcontractors and suppliers, and implement a training program for its employees.

Subcontractor acknowledges and understands that the Project may be subject to the requirements of the National Pollutant Discharge Ellmination System, as amended (NPDES) and Clean Water Act, as amended (CWA). Subcontractor is fully aware of the NPDES and CWA and shall not in any way interfere, damage or in any way negatively impact the structures and for procedures in place or to be implemented at the Project pertaining to NPDES and CWA. Subcontractor shall be responsible for any loss, damage, fine and penalty incurred by Stock or its affiliates due to acts of negligence by the Subcontractor and such costs and expenses shall be deducted from any amounts due or to become due to the Subcontractor. Further, Subcontractor shall indemnify Stock for any and all costs, fines, penalties and expenses incurred by Stock as a result of violations of NPDES and CWA caused by Subcontractor.

- 11. EMERGENCIES: In the event of an emergency affecting the safety or protection of persons or the Work or properly at the job site or adjacent thereto, Subcontractor, without special instruction or authorization from Stock is obligated to act to prevent threatened damage, injury or loss. Subcontractor shall give Stock written notice within twenty-four (24) hours after the occurrence of the emergency, if Subcontractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Stock determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Subcontractor fails to provide the twenty-four (24) hour written notice noted above, the Subcontractor shall be deemed to have walved any right it otherwise may have had to seek an adjustment Pricing or an extension to the term of this Agreement.
- 12. ASSUMPTION OF LIABILITY: Subcontractor agrees to, and hereby does, assume full responsibility for any and all acts, negligence or omissions of Subcontractor's employees, laborers, agents, materialmen, and subcontractors and any and all employees and agents of the aforementioned, and any and all other persons doing work under an oral or written order or contract with Subcontractor.
- 13. INDEMNIFICATION, HOLD HARMLESS & DEFENSE: The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, at Subcontractor's sole expense, Subcontractor shall indemnify, defend and hold harmless both Stock and the Owner (If different from Stock) and their affiliated companies, parents, subsidiaries, parents, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns (collectively referred to as "Indemnified Party/ies") of, from, and against any and all claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, including but not limited to demands, suits, liabilities, causes of action, damages, claims for bodily injury, death or damage to property, judgments, contractual liabilities, including costs and expenses associated thereto which include but is not limited investigative and repair costs, attorneys' fees and costs, consultants' fees and costs, and other expenses, any of which arise out of, relate to, result from, are occasioned by, contributed to by, connected with and/or are in any way caused, in whole or in part, by the acts of, omissions, failures and/or performance by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, as to any of the following (collectively referred to as "Claims"):
 - (a) Work as required by the Contract Documents and under this Agreement;
 - (b) construction or others services as required by the Contract Documents and under this Agreement;
 - (c) materials furnished as required by the Contract Documents and under this Agreement;
 - (d)violations or alleged violations of Occupational Safety and Health Act of 1970, as amended, or to regulations promulgated thereunder, and/or to violations or alleged violations similar state laws and regulations;

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(e)injuries offto and/or destruction of tangible property, including the loss of use or economic loss resulting therefrom:

(f)defectively performed and/or alleged defectively performed Work by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose ects any of them may be liable;

(g)breach of this Agreement; and/or

(h) acts or omissions which include negligent or willful misconduct of Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, whether active or passive.

In Whole or in Part: Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties, shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this Paragraph 13.

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by any of the Indemnified Parties, whether active or passive.

Subcontractor's obligation to indemnify, defend and hold harmless the indemnified Parties is applicable whether any Claims are caused in part by the concurrent ent(s), omission(s) by and/or negligence of any of the Indemnified Parties, whether active or passive, provided however, said Indemnified Party shall not be indemnified for its own sole negligence or willful misconduct.

Limitations on Obligations & Florida Statutes. Section 725.06: With regard to any and all Claims, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Exhibit "A", or benefits payable by/for Subcontractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall be limited to the greater of:

(a)A maximum of \$5,000,000.00; or

(b) the amount of this Agreement sum; or

(c) the maximum amount of insurance coverage limits available to the Subcontractor under any and all policies of insurance and applicable to any Claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Paragraph 13 is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and effect.

Duty to Defend: Subcontractor's duty to defend under this Paragraph 13 is independent and separate from its duty to indemnify and hold hamless, and the duty to defend exists regardless of any ultimate liability of Stock and/or any Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any person or entity with written notice of such Claim being provided to Subcontractor.

Survival Provision: Subcontractor's obligation to indemnify, defend and hold harmless will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Indemnified Party/les for any and all matters indemnified is fully and finally barred by the applicable statute of limitations.

Waiver of Subrogation: Subcontractor waives any rights of subrogation against Slock and shall require any of Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable to waive their subrogation rights against Stock.

Secure Performance: At its sole discretion, Stock may withhold, from time to time, from any monies otherwise due Subcontractor hereunder or under any other contract or agreements, a sum of money, which, in the sole judgment of Stock, shall be sufficient to secure the performance of Subcontractor's obligations under this Paragraph 13.

Notice: Stock shall provide written notice of any Claims within sixty (60) days after Stock becomes reasonably aware that Subcontractor may be liable for any such Claims.

14. SUBCONTRACTOR WARRANTIES: Subcontractor represents and warrants to Stock that all equipment and materials provided by Subcontractor and incorporated in the Work will be new, unless otherwise specified in the Plans and Specifications, and together with the Subcontractor's Work shall be of good quality, free of defects and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment, materials and Work not so in conformity shall be defective. Subcontractor specifically agrees that it is responsible for the protection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said final completion. Inspection by Stock shall not relieve Subcontractor of its obligations herein. SUBCONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY

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SUBCONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS TITLE OF THE SUBJECT OF THE WORK, (HOUSE OR CONDOMINIUM UNIT) TO A PURCHASER OF THE HOUSE OR CONDOMINIUM UNIT, AND CONTINUING FROM SUCH DATE UNTIL THE LAST OF THE FOLLOWING TO OCCUR: (I) ONE YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTEN WARRANTY GIVEN BY STOCK TO SUCH PURCHASER OR (3) THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATUTORY WARRANTIES OF SUCH PURCHASER, OR SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY, IF ANY. SUBCONTRACTOR AGREES TO MAKE, AT SUBCONTRACTOR'S SOLE EXPENSE, ALL REPAIRS AND CORRECT SUCH DEFECTS IN ORDER TO MEET ANY OF SUBCONTRACTOR'S WARRANTY OBLIGATIONS WITHIN EIGHT (8) HOURS OF NOTICE (ORAL OR WRITTEN) OF SUCH DEFECT IN AN EMERGENCY (DETERMINED BY STOCK IN ITS SOLE DISCRETION) AND WITHIN FORTY-EIGHT (48) HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition, Subcontractor shall transfer any and all applicable manufacturer's warranties, together with all service and operating manuals for materials furnished by it under this Agreement, to Stock when the Work is completed or this Agreement is terminated, whichever Occurs first. The warranty contained in this paragraph 14 is in addition to any other special warranties required by contract or law, and such warranty does not negate or abridge Stock's right to assert claims for latent or patent defects in accordance with applicable law.

The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty or guarantee periods established in the Contract Documents without cost to the Owner or the Contractor. If no guarantee of warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall guarantee or warranty the Subcontractor Work for the period of one (1) year from the date(s) of conveyance to the end user.

The Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Subcontractor's Work prior to final payment.

All guarantees and warranties must be submitted to the Contractor in a form acceptable to the Contractor prior to and as a condition for final payment.

Subcontractor expressly agrees that all warrantles made by it in this Agreement shall survive the termination or expiration of this Agreement for any reason prior to the expiration of the full warranty period.

- 15. RUBBISH and DEBRIS: Subcontractor agrees to keep the job site and adjoining property free of waste material and subbish caused by its Work or that of its subcontractors and to remove all waste materials and subbish on completion or termination of its Work together with all tools, equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subcontractor shall conduct general clean-up operations, including, but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walls, where applicable. Any personal property left by Subcontractor on or around job site for thirty (30) days following completion of the Work, excluding any Work performed pursuant to warranty service obligations, will become the property of Stock.
- 16. ASSIGNMENT: Subcontractor shall not assign this Agreement or any payments due or to become due hereunder without the prior written consent of Stock, which consent may be withheld in the sole discretion of Stock. Payments to Subcontractor will be made in accordance with Stock's current published payment procedures, as the same may be amended from time to time. Payment to Subcontractor of all or any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or in any way waive or affect Stock's claims or rights against Subcontractor.
- 17. CHANGES: Stock reserves the right to make changes in the Work in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performence. All changes will be authorized by a new written Work Notification Form which will include conforming changes in any Bid/Proposal, payment schedule and/or time for performence.
- 18. INSURANCE REQUIREMENTS: Subcontractor shall procure and maintain insurance policies in the form and amounts as set forth on Exhibit "A", attached hereto and incorporated herein by reference. All coverage shall be placed with an insurance carriers duly admitted in the State of Florida and shall be reasonably acceptable to Stock. All insurance carriers must maintain an A.M. Best rating of "A-VIII" or better. Certified copies of all insurance policies must be made available and provided to Stock within ten (10) days of Stock's request. The word "Claims" used in this Paragraph 18 has been defined in Paragraph 13 above.

Endorsements in Insurance Policies: In addition to Exhibit "A", the Subcontractor shell carry and maintain commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing coverage equal to or greater than said form). All policies of liability insurance shall contain an Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing coverage range).

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Stock Initials

Subcontractor Initials_

or greater than said form which would at a minimum additional insured status with respect arising out of Subcontractor's Work pursuant to the Contract Documents and which provides coverage both during the products completed operations hazard period.) Such insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal and advertising injury, bodily injury, property damage, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability, excess or umbrella coverage forms which contains any of the following:

- (a) Limitations or Modification of Contractual Liability Language;
- (b) Limitations or exclusions for Damage to Work Performed by Sub Confractors;
- (c) Limitations or Exclusions for Residential Work
- (d) Limitations or Exclusions for Multi-Unit Dwellings.
- (e) Limitations or Exclusions related to explosion, collepse, underground property damage;
- (f) Pollution Exclusions; or
- (g) work performed by subcontractors.

Additional Insured: Stock shall be named as an additional insured, loss payee and certificate holder on each of the policies as outlined in Exhibit "A". Coverage under all policies shall be afforded to the additional insureds whether or not any Claims are actually in litigation.

Stock shall remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project that is the subject of this Agreement and the Contract Documents regardless of the date when the Subcontractor, Subcontractor's subcontractors, laborers, materialmen, agents, employees, and/or anyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, and/or regardless of the dates any certificates of occupancy are issued. Subcontractor's obligation to have Stock remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project will survive the expiration or earlier termination of this Agreement until any and all Claims are fully and finally barred by the greater of any and all applicable statute of limitation or statute of repose.

Priority of Insurance Coverage: It is the intent of the parties that all available and applicable insurance coverage of the Subcontractor, whether primary or excess or umbrella policles, be primary coverage for any and all Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, regardless of who makes said Claims. Further, the parties intend that Slock's insurance policies be excess over any and all available and applicable insurance policies of Subcontractor for the purposes of indemnity and defense of Stock.

Certificates of Insurance: Prior to commencing any Work under this Agreement; Subcontractor shall submit to Stock copies of policies or Certificate of Insurance that confirm appropriate insurance coverage.

Each Certificate of Insurance shall provide that the insurer must give Stock at least ninety (90) days prior written notice of non-renewal or material change in coverage and termination of the coverage thereunder. Not less than two (2) weeks prior to the expiration, cencellation or termination of any such policy, the Subcontractor shall supply Stock with a new and replacement Certificate of Insurance and additional insured endorsements as proof of renewal/replacement policies of insurance.

Subcontractor's Notice to Insurance Carriers and Agents: Prior to commencing any Work under this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" and all amendments to each of its insurance agents and insurance carriers. Within ten (10) days after execution by the parties of any future amendments, modifications, additions, deletions, changes or addendums to this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A", as amended, to each of its insurance agents and insurance carriers.

Subcontractor's Subcontractors: Subcontractor acknowledges it shall not subcontract any part of this Agreement without supplying Stock proof that all Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, obtains and maintains appropriate insurance coverage as detailed in Exhibit "A". It shall be Subcontractor's sole responsibility to ensure that Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, fully complies with this Paragraph 18 and Exhibit "A", and future amendments thereto.

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Subcontractor initials

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Additionally, and prior to commencement of the Work, the Subcontractor shall provide Stock with a Certificate of Insurance showing insurance coverage, in compliance with Exhibit "A" each and every Subcontractor's subcontractors, laborers, materialmen, agents, and/or employees, and anyone for whose acts any of them may be liable. Coverage shall be no less than the limits as described in Exhibit "A". In the event any of these policies are terminated, for any reason, the Subcontractor shall provide Stock copies of Certificates of Insurance showing replacement coverage in compliance with Exhibit "A".

Waiver of Subrogation from Insurers: Subcontractor shall obtain from each of its insurers, a waiver of subrogation as to each of its insurence policies, in favor of Stock with respect to any Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents.

Breach: Failure of Subcontractor to maintain complete and appropriate insurance is a material breach. In this event, in addition to the all other remedy provisions in this Agreement, Stock can elect to terminate this Agreement or to provide insurance at Subcontractor's sole expense; in neither case, however, shall Subcontractor's liability be lessened.

- 19. COMPLETION: Immediately upon the performance of any part of the Work, as between Subcontractor and Stock, title thereto shall yest in Stock to the extent permitted by law; provided, however, the vesting of such title shall not impose any obligations on Stock or relieve Subcontractor of any of its obligations hereunder. Upon completion of the Work described in any Work Notification Form, Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is not in breach of this Agreement, and provided that Subcontractor is otherwise entitled to payment under this Agreement, upon notification to Stock, Stock shall pay Subcontractor for the Work described in the Work Notification Form in accordance with the Work Notification. Form and the Bid/Proposal within sixty (60) days following Stock's receipt of a request for payment from Subcontractor. Subcontractor hereby agrees that if Subcontractor falls to request from Stock any sum, including, but not limited to, wages or contract sums due under this Agreement or any Work Notification Form, within ninety (90) days from the date they became due, said sums to Subcontractor and Subcontractor shall have no claim thereto.
- 20. WAIVER: TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS' OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.
- 21. TAXES/CHARGES: Subcontractor shall pay all taxes, contributions and/or premiums payable on its employees or on its operations under workers' compensation laws, unemployment compensation laws, the Federal; Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes, contributions and/or premiums which are payable by the employees and the Subcontractor shall indemnify, defend and hold Stock harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with these requirements. Subcontractor shall comply with all rules and regulations at any time applicable hereto and shall, on demand, substantiate to Slock's reasonable satisfaction that all taxes and charges are being properly paid SUBCONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL EMPLOYEES OF SUBCONTRACTOR.
- 22. DEFECTIVE WORK: Should Stock notify Subcontractor (orally or in writing) that any part of the Work is incorrect and does not conform to the terms of the Contract Documents, Subcontractor shall immediately being to correct such defective work and shall complete such corrected work within forty-eight (48) hours unless Stock shall agree to a longer period. If Subcontractor refuses to perform any corrective work, Subcontractor shall wrive the above described forty-eight (48) hour period and such refusal or failure to perform the corrective work shall be deemed a default by Subcontractor hereunder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the disturbance of work completed by other contractors.
- 23. BREACH: SUBCONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT IF:
 - (a) Subcontractor's Work is defective and not remedied as provided herein; or
 - (b) Subcontractor does not make prompt and proper payments to its employees, agents and/or subcontractors; or
 - (c) Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to its or
 - (d) Another contractor is damaged by an act for which Subcontractor is responsible; or



- (e) Subcontractor or any third party furnishing labor, services, work, malerials, equipment, tools Or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hour period; or;
- (f) Subcontractor fails to perform warranty service under this Agreement or any other prior or contemporaneous Subcontractor Agreement with Stock; or
- (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's (or Subcontractor's subcontractors or agents) violation of any law, ordinance, regulation, administrative ruling and/or court order; or
- (h) Subcontractor becomes insolvent or any petition for bankruptcy is filed with respect to Subcontractor; or
- (i) Subcontractor fails or neglects to prosecute the Work diligently and promptly, whether due to inadequate or incompetent supervision, insufficient skilled workers, lack of meterial or equipment, improper quantity or quality, or for any other reason not described herein;
- (i) Subcontractor fails to comply with any terms of this Agreement or any Work Notification Form issued under this Agreement.
- 24. REMEDIES: IF SUBCONTRACTOR IS IN BREACH OF THIS AGREEMENT, IN ADDITION TO ANY AND ALL OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW, STOCK, IN ITS SOLE DISCRETION, MAY DO ANY OR ALL OF THE FOLLOWING:
 - (A) IMMEDIATELY TERMINATE THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR WRITTEN AGREEMENT WITH SUBCONTRACTOR OR OTHER SUBCONTRACTOR BASE AGREEMENT BETWEEN SUBCONTRACTOR AND STOCK AND DISMISS SUBCONTRACTOR FROM THE JOB SITE BY PROVIDING SUBCONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION;
 - (B) ENGAGE OR EMPLOY OTHER CONTRACTORS TO REMEDY SUBCONTRACTOR'S DEFECTIVE WORK, TO COMPLETE ANY PORTION OF THE WORK NOT COMPLETED BY SUBCONTRACTOR, PERFORM SUBCONTRACTOR'S WARRANTY SERVICE OBLIGATIONS OR OTHERWISE CURE SUBCONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND EXPENSE:
 - (C) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE HUNDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUE OR BECOME DUE TO SUBCONTRACTOR, WHETHER UNDER THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAGEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B), ABOVE OR OTHERWISE RELATING TO SUBCONTRACTOR'S BREACH, INCLUDING, BUT NOT LIMITED TO, STOCK'S OVERLIEAD AND PROFIT; AND/OR
 - (D) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE (I) YEAR AN AMOUNT, WHICH AMOUNT SHALL NOT EXCEED FIVE PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORK, TO INSURE SUBCONTRACTOR'S PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS, STOCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS:
- 25. TERMINATION: This Agreement may also be terminated and Subcontractor dismissed from the job site by Stock at any time in its sole discretion, with or without cause, by providing Subcontractor with notice (written or oral, in the sole determination of Stock) of such termination, and such termination shall be effective as of the time and date stated in such notice. In the event of termination of the Agreement pursuant to this paragraph 25 without cause, Stock shall pay Subcontractor within sixty (60) days after the effective date of such termination, all sums due and owing Subcontractor for all labor incurred and all materials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor acknowledges and agrees that if Subcontractor is reminated pursuant to this paragraph 25 with cause, Subcontractor shall have no claim against Stock for any additional sums, including, without limitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or sums whatsoever. The termination payment described herein, if applicable, is Subcontractor's sole remedy and in no event shall Subcontractor have any claim for consequential damages. Further, in the event of termination, Subcontractor will turn over all equipment and materials ordered, purchased for and delivered to the Project, and Stock will pay the Subcontractor any amounts due based on the percentage of completion of Subcontractor's Work that is incompliance with this Agreement and the Pricing, actually accomplished and equipment and materials supplied to the Project; excluding any payment for unearned profit and overhead. Subcontractor will facilitate transfer of Work to Stock by assigning its rights under subcontracts and purchase orders.

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- 26. ENTIRE AGREEMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are no other agreements, and or written, by and between the parties hereto, except as to Subcontractor's warranties under any prior or contemporaneous Subcontractor Agreements with Stock, which warranties are incorporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subcontractor is that of an independent contractor.
- 27. HEADINGS: The paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
- 28. NOTICES: Unless otherwise set forth herein, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be (a) delivered by hand, (b) send by Federal Express, Express Mall or other overnight counier service, sent to the address on the first page hereof or such other address for notice as the parties shall last have furnished in writing to the person giving the notice or (c) sent by facsimile transmission with a copy delivered pursuant to (a) or (b) above. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by facsimile transmission as of the date and time of transmission, and (iii) if sent by Federal Express, Express Mail or other reputable overnight courier service, upon the emilier of the date of receipt or one (1) business day after posting thereof. If a notice is mailed in the manner provided above, it is duly given, whether or not the addressee received it.
- 29. INVALIDITY: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such lilegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. DISPUTE: If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by Stock pursuant to the self-help remedies of paragraph 24, and the parties cannot resolve the matter between themselves within sixty (60) days after Stock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration. Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a dispute arise between Stock and a buyer of a residence regarding materials supplied or work performed by Subcontractor, Subcontractor agrees to participate in, and be bound by, arbitration proceedings between Stock and the buyer.
- 31: <u>FURISDICTION and PRESUMPTION</u>: This Agreement shall be governed by and construed under the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, or being agreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.
- 32. WAIVER: Except as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto. No waiver by either party of any failure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. COUNTERPARTS and FACSIMILE/PDF SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Signatures given via facsimile or scan PDF transmission and shall be deemed given as of the date and time of transmission to the other party and shall be deemed original.
- 34. PERSONS BOUND: The provisions of this Agreement shall have to the benefit of, and shall bind, the heirs, executers, administrators, successors and assigns of the respective parties. No person shall be deemed to be a third party beneficiary of this Agreement or any portion thereof. Subcontractor may not assign this Agreement without Stock's prior written consent, which consent Stock may withhold in its sole

Stock Initials
Subcontractor Initials

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and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor live.

(5) days written notice thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STOCK:

STOCK CONSTRUCTION, LLC, a Florida limited liability company

By: Print Name: 3

Title: SPESIDENT

SUBCONTRACTOR:

(Subcontractor Entity Name)

Print Name:

Title: Reside

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EXHIBIT 12



Subcontractor Base Agreement

NAME OF SUBCONTRACTOR: SUHTON CONTRACTION SOLHIMS INC.
OWNERSHIP: CORPORATION C PARTNERSHIP T PROPRIETORSHIP T LIMITED LIABILITY COMPANY
NAME(S) OF PRINCIPAL OFFICERS, PARTNERS OF OWNERS: STUCKE SILTON
SUBCONTRACTOR'S EIN OR SOCIAL SECURITY NO:
BUSINESS ADDRESS: 2808 Broadway Center Blvd. Brandon, FC 33510
PHONE \$13.600.3700 FAX \$13.600.3744 EMAIL SSU-HON @SU-HON CONTRACTO
PHONE OF THAT LAY DESCRIPTION OF THE TAX DESCRIPTION OF THE PROPERTY OF THE OFFICE OFFICE OF THE OFFICE OF THE OFFICE OFFICE OFFICE OFFICE OFF
THIS AGREEMENT ("Agreement") made and entered into this 27 day of Delumber , 20 13, by and between Stock
Construction, LLC, a Florida limited liability company, its successors and or assigns ("Stock") and SU+100 Con-100 (+1708)
Solu-Gons, Inc. ("Subcontractor").
, and the second
1. As used herein the following terms shall have the meanings specified unless the context otherwise requires.
(a) "Bid/Proposal" shall have the meaning specified in Paragraph 4.
(b) "Contract Documents" shall mean this Agreement, together with any and all Subcontractor Safety & Health Standards (Field
Guidelines). Work Notification Forms, Bid Proposals, and Plans and Specifications issued or utilized in connection with Work performed
by Subcontractor.
(e) "FIIA" shall mean the Federal Housing Administration.
(d) "Plans and Specifications" shall mean approved foundation plans, frame plans, floor plans, elevation plans, blueprints, construction
sheet details, and other specifications, including FHA manuals.

- (c) "Project" shall mean the following:
- (f) "Stock" shall have the meaning specified in the beginning paragraph of this Agreement and shall include Subcontractor's subcontractor, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable.
- (h) "VA" shall mean the U.S. Department of Veterans Affairs.
- (i) "Work" shall include, without limitation, any and all of the work specified in Paragraph 3 below, and any and all change order work, extra work, work included on all Work Notification Forms, unbudgeted work, and other work directed by Stock to be performed by Subcontractor; including but not limited to the management, supervision, financing, labor, materials; tools, fuel, supplies, utilities; equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents.
- (j) "Work Notification Form" shall mean a written order issued by Stock to Subcontractor specifying certain Work to be performed; the term Work Notification Form shall include forms designated "Purchase Order", "Job Start Order", "Field Purchase Order", and other similar designations and containing certain information about commencing such Work and the payment for such Work.
- 2. NON-EXCLUSIVITY: The purpose of this Agreement is to fix the obligations of Stock and Subcontractor as to the performance by Subcontractor of certain described Work. Subcontractor acknowledges that this Agreement is nonexclusive and that Stock is free to contract with any other person or entity for the performance of work which is the same or similar to that described in this Agreement. Subcontractor is also free to enter into third party contracts with any other subcontractor, laborer and/or materialmen for the provision of the Work to be provided hereunder. Subcontractor will ensure that such other work performed by third party subcontractors, laborers and materialmen does not interfere with Subcontractor's performance under the Contract Documents and all such other contracts shall not be deemed a direct contract between Stock and such third party subcontractors laborers, or materialmen. This Agreement shall not be construed as obligating Stock to accept bids or issue Work Notification Forms to Subcontractor.

3. <u>S</u>	SCOPE OF WORK: The Work to be performed by Subcontractor shall be more specifically described in subsequently issued Work Notification Forms but is generally described as: 11.) Latter Vary (1)				
, -					
· c	Cost Code No:	·	-		

As set forth above, in conjunction with this Agreement, Stock may issue Work Notification Forms from time to time, covering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Subcontractor's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Stock, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and/or this Agreement and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Stock and Subcontractor. No substitutions shall be allowed in the performance of the Work untess expressly provided in the Plans and Specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

4. PRICING and PAYMENTS: Subcontractor has submitted to Stock a Bid/Proposal pursuant to Stock's "invitation to bid" for Work, receipt of which is acknowledged thereon by Stock, which Bid/Proposal is incorporated herein by reference. The Bid/Proposal may be modified by Subcontractor only by a subsequent written and dated amendment, as approved by and receipt of which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and absolute discretion. Upon acceptance and approval by Stock, such amended Bid Proposal shall be attached hereto and incorporated herein by reference. The Bid/Proposal in effect at the time of the issuance or any Work Notification Form shall be applicable to all Work to be performed thereunder, without variation, unless otherwise approved in writing by Stock. Subcontractor acknowledges that its compensation is a fixed contractual rate, subject to modification under the next clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor agrees that payment shall be made to the entity named in the beginning paragraph of this Agreement, and not to any individual person which provides Work pursuant to this Agreement.

Notwithstanding anything in this Agreement to the contrary, Subcontractor's right to any payment under this Agreement is expressly contingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Form has been completed satisfactorily; (2) If requested by Stock, the Subcontractor delivering to Stock a full and complete release of all liens and claims of Subcontractor and any and all of its subcontractors and suppliers of materials, labor, equipment, work, tools, services and other items furnished in connection with the Work, and (3) If requested by Stock, the Subcontractor delivering to Stock an affidavit (in a form satisfactory to Stock) that provides that so far as Subcontractor is able to ascertain, no person or entity other than the persons or entities furnishing such waivers and releases, has a right to any such lien or claim for materials, labor, equipment, work, tools, services or other items furnished in connection with the Work.

Notwithstanding anything in this Agreement to the contrary, if requested by Stock, Subcontractor's failure to supply these lien waivers and releases will negate any request for payment until such time as the lien waivers and releases are provided. If any lien or claim remains outstanding after all payments are made. Subcontractor shall refund to Stock all monies that Stock may be compelled to pay in discharging or resolving such lien or claim, including, without limitation, attorney's fees and costs. If Subcontractor fails to make any such refund within fifteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in breach of this Agreement, and Stock may, in addition to any other right and remedy, withhold from any sums due or to become due Subcontractor under this or any other Agreement such amount as may be required, in Stock's sole discretion, to discharge or resolve any such lien or claim, and to reimburse Stock for the applicable fees and costs incurred by Stock. Subcontractor shall defend, indemnify and hold harmless Stock and Stock's purchaser from the operation and effect of any lien or encumbrance arising out of the performance of Subcontractor's work, and shall turn over the property subject to the Work, including any improvements thereon, to Stock free and clear of all such liens and encumbrances. If any such lien or encumbrance is claimed by any person or entity performing any portion or Subcontractor's work. Subcontractor shall, immediately upon verbal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the lien or encumbrance from the real property to the bond. If Subcontractor continues to receive payments from Stock, Subcontractor will hold these payments and the rights to future payments from Stock in trust for the benefit of, and to be first applied to payment of those subcontractors, laborers, equipment suppliers and material suppliers who have performed any portion of Subcontractor's work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurred in the performance of Subcontractor's work are not being promptly paid. Stock may, upon giving written notice to Subcontractor, take any steps deemed necessary to ensure that any payments from Stock to Subcontractor shall be utilized to pay such obligations. Upon such written notice, Stock may require Subcontractor to supply satisfactory evidence that Subcontractor's obligations have been paid or to post a payment and performance bond for the protection of Stock, its purchaser, and those to whom Subcontractor has an obligation for payment. The failure of Subcontractor to provide either of these means of security shall entitle Stock to retain out of any payment due or become due to Subcontractor a reasonable amount to protect Stock from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by Subcontractor.

Acceptance of Work and payment therefore by Stock under this paragraph shall not be construed as a waiver by Stock for Work later found defective and shall not release the Subcontractor from liability under any warranty for defective Work or for any obligation to perform warranty service Work.

5. SUBCONTRACTOR REVIEW and INSPECTION: Subcontractor expressly agrees to read and familiarize itself completely with all Contract Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form, to independently verify all information furnished by Stock or contained in the Plans and Specifications and to inspect the job site before starting any Work under a Work Notification Form. Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any laws, ordinances, rules, regulations or orders of any public authorities observed or known to Subcontractor in the Work, Plans and Specifications or at the job site. All Plans and Specifications furnished to Subcontractor by Stock are the property of Stock and shall not be duplicated or used for any purpose other than the performance of the Work and must be returned to Stock at the completion of Subcontractor's Work. Subcontractor shall be solely responsible for all construction under this Agreement and any Work Notification Form, including the techniques, sequences, procedures and means, and for coordination of all Work.

Subcontractor has made an independent investigation of the site, and the soil conditions and has satisfied itself as to all of these conditions such that the Bid/Proposal include payments for all Work which may be performed by Subcontractor to overcome any unanticipated, underground, or concealed conditions. Subcontractor waives any and all rights and claims for any changes to the Work Notification Form amount for any items or claims which Subcontractor could have become aware of prior to accepting the Work Notification Form and/or commencing Work thereunder had its examinations of the Project been conducted in a reasonable manner.

Subcontractor shall be responsible for inspecting any work of another contractor that may affect its own Work and shall report in writing to Stock any defects in such work upon discovery of the defect prior to commencing any portion of the Work, or it shall be deemed to have accepted such work as correct and fit to be accommodated into its own. If Subcontractor shall be delayed in the commencement, prosecution, or completion of the Work or shall be obstructed or hindered in the orderly progress of the Work by an act, failure to act, omission, neglect or default of Stock, any architect, another contractor or subcontractor, or any of their respective agents or employees, or by any cause beyond the control of Subcontractor, then the time fixed for completion of the Work may be extended in the sole discretion of Stock and only if Subcontractor notifies Stock in writing within forty-eight (48) hours of the discovery of the cause of such delay. Subcontractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to, the aforesaid causes, and agrees that Subcontractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.

6. PROSECUTION OF WORK: Subcontractor shall cooperate with all other contractors engaged by Stock to the effect that their work shall not be impeded and shall give such other contractors access to the job site necessary to perform their contracts. Subcontractor shall perform the Work in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as Stock may direct so as to promote the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor, Subcontractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to Stock. Any materials that are to be furnished by Subcontractor hereunder shall be furnished in sufficient time to enable Subcontractor to perform and complete its Work with the time or times provided for herein or in any Work Notification Form. If, in the opinion of Stock, in its sole discretion, Subcontractor falls behind in furnishing the necessary labor and/or materials to meet the schedule established by Stock, then Subcontractor shall take such steps and actions as are deemed necessary by Stock to improve the rate of progress, including, but not limited to, increasing the labor force, number of shifts and/or work such overtime as may be required, at its own expense, to bring its part of the Work up to the schedule established by Stock. Subcontractor agrees to reimburse or pay Stock, or Stock may withhold payment otherwise due under this Agreement, for any and all damages that Stock may sustain as a result of such delays by Subcontractor. Time is of the essence in this Agreement.

Subcontractor shall perform all labor in a thorough and workmanlike manner, according to the highest standards of the trade. Subcontractor warrants that all labor done and any materials furnished by Subcontractor will meet or exceed FHA minimum property standards. VA requirements, any applicable building code requirements and all Stock requirements. Should a dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished hereunder, which concerns the parties hereto only, or which concerns Subcontractor and any other contractor(s), subcontractor(s) or supplier(s), the dispute shall be decided by Stock, whose decision thereon shall be final and conclusive. In any event, and in spite of any dispute, claim, or controversy arising out of this Agreement, Subcontractor shall proceed diligently with the Work, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy.

- 7. MATERIALS and EQUIPMENT: Subcontractor shall secure and maintain material ordered by Subcontractor until completion of the Work and satisfaction acceptance by Stock. Subcontractor shall be responsible for the receipt, delivery, unloading, hoisting storage, warehousing, protection, insurance and all other risks of loss relating to any materials or equipment Subcontractor is to furnish, install, provide, or have provided to it under this Agreement. Subcontractor shall keep adequate supply of materials on hand at all times, as required to meet production schedules. Subcontractor shall be responsible for the security of all materials on the jobsite. Further, if the Work requires the installation of materials furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided, and to thereupon handle, store, and install the items with such skill and care to ensure a satisfactory and proper installation. Loss or damage to the materials due to acts of negligence by the Subcontractor shall be deducted from any amounts due or to become due to the Subcontractor.
- 8. SUBCONTRACTOR REPRESENTATIONS: Subcontractor represents and warrants that it is fully qualified in all respects to perform the Work and shall at all times maintain strict discipline among its employees. Subcontractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Subcontractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Subcontractor agrees not to employ any person unfit or without sufficient skill to perform the job for which Subcontractor was retained for the Project. Subcontractor agrees that Stock shall not provide training of any kind. Accordingly, it is the sole responsibility and expense of Subcontractor to provide training for the Subcontractor or its employees, agents, or subcontractors.
 - Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Subcontractor shall comply with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract Documents.
 - Subcontractor shall at all times remain an independent contractor, solely responsible for the Work, methods, techniques, procedures and supervision and coordinating all portions of the Work to be performed under this Agreement and Field Guidelines. No provision hereof shall be construed to make Subcontractor Stock's agent. All person employed by Subcontractor or Subcontractor's sub-contractors to perform services in connection with this Agreement shall be under the exclusive control and direction of Subcontractor or Subcontractor's subcontractors, it being the intention of the parties that Subcontractor and its subcontractors shall be and remain an independent contractor. Stock shall not exert actual control, nor possess the right to control, the actions of the employees of Subcontractor or Subcontractor's subcontractors in performing duties under this Agreement.
 - Subcontractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Subcontractor or any one for whom Subcontractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Stock or Stock's separate contractors, Subcontractor shall be charged with the same, and any monies necessary, to replace such loss or damage shall be deducted from any amounts due Subcontractor.
 - Subcontractor shall not load nor permit any part of any structure or property to be loaded in any manner that will endanger that structure or property, nor shall Subcontractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
 - g. LICENSES and PERMITS: Subcontractor shall, at Subcontractor's sole expense, hold and maintain all required licenses, obtain all required permits and shall comply with all laws and ordinances and the rules, regulations, and orders of all public authorities relating to the performance of the Work. In the event of termination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, permits, contracts, subcontracts, and purchase orders relating to the Work. Subcontractor agrees that Stock is not responsible for providing any tools or benefits for the Subcontractor or its employees, agents, or subcontractors.

10. REGULATORY COMPLIANCE and HAZARDOUS SUBSTANCES: The Occupational Safety and Health Act of 1970, as amended (OSHA) has established regulations entitled OSHA Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets (MSDS) giving information on proper handling and precautionary measures in using the materials. Many substances commonly used in residential construction fit the description of hazardous materials established by OSHA. Subcontractor shall comply with all OSHA regulations pertaining to the work and any materials used in the work. Subcontractor shall have sole and exclusive responsibility for training its employees, subcontractors and suppliers in the proper handling of hazardous materials and any precautionary measures required. Subcontractor shall supply all protective clothing and devices necessary to protect its employees, subcontractors and suppliers from hazardous materials while on the site. Subcontractor shall obtain all MSDS's pertaining to any hazardous material used or created in the process of performing the work, and shall distribute copies of such MSDS's to Company and to all other contractors, subcontractors, and suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors or suppliers, and shall retain copies of such MSDS's and provide them to Subcontractor's employees, subcontractors and suppliers as required by the OSHA regulations. In other words, Subcontractor must exchange MSDS's with all other contractors, subcontractors and suppliers, and implement a training program for its employees.

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Subcontractor acknowledges and understands that the Project may be subject to the requirements of the National Pollutant Discharge Elimination System, as amended (NPDES) and Clean Water Act, as amended (CWA). Subcontractor is fully aware of the NPDES and CWA and shall not in any way interfere, damage or in any way negatively impact the structures and or procedures in place or to be implemented at the Project pertaining to NPDES and CWA. Subcontractor shall be responsible for any loss, damage, fine and penalty incurred by Stock or its affiliates due to acts of negligence by the Subcontractor and such costs and expenses shall be deducted from any amounts due or to become due to the Subcontractor. Further, Subcontractor shall indemnify Stock for any and all costs, fines, penalties and expenses incurred by Stock as a result of violations of NPDES and CWA caused by Subcontractor.

- 11. EMERGENCIES: In the event of an emergency affecting the safety or protection of persons or the Work or property at the job site or adjacent thereto, Subcontractor, without special instruction or authorization from Stock is obligated to act to prevent threatened damage, injury or loss. Subcontractor shall give Stock written notice within twenty-four (24) hours after the occurrence of the emergency, if Subcontractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Stock determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Subcontractor fails to provide the twenty-four (24) hour written notice noted above, the Subcontractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment Pricing or an extension to the term of this Agreement.
- 12. ASSUMPTION OF LIABILITY: Subcontractor agrees to, and hereby does, assume full responsibility for any and all acts, negligence or omissions of Subcontractor's employees, laborers, agents, materialmen, and subcontractors and any and all employees and agents of the aforementioned, and any and all other persons doing work under an oral or written order or contract with Subcontractor.
- 13. INDEMNIFICATION, HOLD HARMLESS & DEFENSE: The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, at Subcontractor's sole expense. Subcontractor shall indemnify: defend and hold harmless both Stock and the Owner (if different from Stock) and their affiliated companies, parents, subsidiaries, partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns (collectively referred to as "Indemnified Party/ies") of, from, and against any and all claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, including but not limited to demands, suits, liabilities, causes of action, damages, claims for bodily injury, death or damage to property, judgments, contractual liabilities, including costs and expenses associated thereto which include but is not limited investigative and repair costs, attorneys' fees and costs, consultants' fees and costs, and other expenses, any of which arise out of, relate to, result from, are occasioned by, contributed to by, connected with and/or are in any way caused, in whole or in part, by the acts of, omissions, failures and/or performance by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, as to any of the following (collectively referred to as "Claims"):
 - (a) Work as required by the Contract Documents and under this Agreement;
 - (b) construction or others services as required by the Contract Documents and under this Agreement;
 - (c) materials furnished as required by the Contract Documents and under this Agreement;
 - (d) violations or alleged violations of Occupational Safety and Health Act of 1970, as amended, or to regulations promulgated thereunder, and/or to violations or alleged violations similar state laws and regulations;

(e)injuries of/to and/or destruction of tangible property, including the loss of use or economic loss resulting therefrom;

(f)defectively performed and/or alleged defectively performed Work by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable;

(g)breach of this Agreement; and/or

(h)acts or omissions which include negligent or willful misconduct of Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, whether active or passive.

In Whole or in Part: Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties, shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this Paragraph 13,

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by any of the Indemnified Parties, whether active or passive.

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by the concurrent act(s), omission(s) by and/or negligence of any of the Indemnified Parties, whether active or passive, provided however, said Indemnified Party shall not be indemnified for its own sole negligence or willful misconduct.

Limitations on Obligations & Florida Statutes. Section 725,06: With regard to any and all Claims, Subcontractor's obligation to indemnify, defend and hold harmless the indemnified Parties shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Exhibit "A", or benefits payable by/for Subcontractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall be limited to the greater of:

(a)A maximum of \$5,000,000.00; or

(b) the amount of this Agreement sum; or

(e)the maximum amount of insurance coverage limits available to the Subcontractor under any and all policies of insurance and applicable to any Claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Paragraph 13 is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and effect.

<u>Duty to Defend</u>: Subcontractor's duty to defend under this Paragraph 13 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Stock and/or any Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any person or entity with written notice of such Claim being provided to Subcontractor.

Survival Provision: Subcontractor's obligation to indemnify, defend and hold harmless will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Indemnified Partylies for any and all matters indemnified is fully and finally barred by the applicable statute of limitations.

Waiver of Subrogation: Subcontractor waives any rights of subrogation against Stock and shall require any of Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable to waive their subrogation rights against Stock.

Secure Performance: At its sole discretion, Stock may withhold, from time to time, from any monies otherwise due Subcontractor hereunder or under any other contract or agreements, a sum of money, which, in the sole judgment of Stock, shall be sufficient to secure the performance of Subcontractor's obligations under this Paragraph 13.

Notice: Stock shall provide written notice of any Claims within sixty (60) days after Stock becomes reasonably aware that Subcontractor may be liable for any such Claims.

14. SUBCONTRACTOR WARRANTIES: Subcontractor represents and warrants to Stock that all equipment and materials provided by Subcontractor and incorporated in the Work will be new, unless otherwise specified in the Plans and Specifications, and together with the Subcontractor's Work shall be of good quality, free of defects and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment, materials and Work not so in conformity shall be defective. Subcontractor specifically agrees that it is responsible for the protection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said final completion. Inspection by Stock shall not relieve Subcontractor of its obligations herein. SUBCONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY

SUBCONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS TITLE OF THE SUBJECT OF THE WORK, (HOUSE OR CONDOMINIUM UNIT) TO A PURCHASER OF THE HOUSE OR CONDOMINIUM UNIT, AND CONTINUING FROM SUCH DATE UNTIL THE LAST OF THE FOLLOWING TO OCCUR: (1) ONE YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTEN WARRANTY GIVEN BY STOCK TO SUCH PURCHASER OR (3) THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATUTORY WARRANTIES OF SUCH PURCHASER, OR SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY, IF ANY. SUBCONTRACTOR AGREES TO MAKE, AT SUBCONTRACTOR'S SOLE EXPENSE. ALL REPAIRS AND CORRECT SUCH DEFECTS IN ORDER TO MEET ANY OF SUBCONTRACTOR'S WARRANTY OBLIGATIONS WITHIN EIGHT (8) HOURS OF NOTICE (ORAL OR WRITTEN) OF SUCH DEFECT IN AN EMERGENCY (DETERMINED BY STOCK IN ITS SOLE DISCRETION) AND WITHIN FORTY-EIGHT (48) HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition, Subcontractor shall transfer any and all applicable manufacturer's warranties, together with all service and operating manuals for materials furnished by it under this Agreement, to Stock when the Work is completed or this Agreement is terminated, whichever Occurs first. The warranty contained in this paragraph 14 is in addition to any other special warranties required by contract or law, and such warranty does not negate or abridge Stock's right to assert claims for latent or patent defects in accordance with applicable law.

The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty or guarantee periods established in the Contract Documents without cost to the Owner or the Contractor. If no guarantee of warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall guarantee or warranty the Subcontractor Work for the period of one (1) year from the date(s) of conveyance to the end user.

The Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Subcontractor's Work prior to final payment.

All guarantees and warranties must be submitted to the Contractor in a form acceptable to the Contractor prior to and as a condition for final payment.

Subcontractor expressly agrees that all warranties made by it in this Agreement shall survive the termination or expiration of this Agreement for any reason prior to the expiration of the full warranty period.

- 15. RUBBISH and DEBRIS: Subcontractor agrees to keep the job site and adjoining property free of waste material and rubbish caused by its Work or that of its subcontractors and to remove all waste materials and rubbish on completion or termination of its Work together with all tools, equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subcontractor shall conduct general clean-up operations, including, but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walls, where applicable. Any personal property left by Subcontractor on or around job site for thirty (30) days following completion of the Work, excluding any Work performed pursuant to warranty service obligations, will become the property of Stock.
- 16. ASSIGNMENT: Subcontractor shall not assign this Agreement or any payments due or to become due hercunder without the prior written consent of Stock, which consent may be withheld in the sole discretion of Stock. Payments to Subcontractor will be made in accordance with Stock's current published payment procedures, as the same may be amended from time to time. Payment to Subcontractor of all or any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or in any way waive or affect Stock's claims or rights against Subcontractor.
- 17. CHANGES: Stock reserves the right to make changes in the Work in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performance. All changes will be authorized by a new written Work Notification Form which will include conforming changes in any Bid/Proposal, payment schedule and/or time for performance.
- 18. INSURANCE REQUIREMENTS: Subcontractor shall procure and maintain insurance policies in the form and amounts as set forth on Exhibit "A", attached hereto and incorporated herein by reference. All coverage shall be placed with an insurance carriers duly admitted in the State of Florida and shall be reasonably acceptable to Stock. All insurance carriers must maintain an A.M. Best rating of "A-VIII" or better. Certified copies of all insurance policies must be made available and provided to Stock within ten (10) days of Stock's request. The word "Claims" used in this Paragraph 18 has been defined in Paragraph 13 above.

Endorsements in Insurance Policies: In addition to Exhibit 'A', the Subcontractor shall carry and maintain commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing coverage equal to or greater than said form). All policies of liability insurance shall contain an Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing coverage equal to

Stock Initials
Subcontractor Initials

or greater than said form which would at a minimum additional insured status with respect arising out of Subcontractor's Work pursuant to the Contract Documents and which provides coverage both during the products completed operations hazard period.) Such insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal and advertising injury, bodily injury, property damage, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability, excess or umbrella coverage forms which contains any of the following:

- (a) Limitations or Modification of Contractual Liability Language;
- (b) Limitations or exclusions for Damage to Work Performed by Sub Contractors;
- (c) Limitations or Exclusions for Residential Work
- (d) Limitations or Exclusions for Multi-Unit Dwellings
- (e) Limitations or Exclusions related to explosion, collapse, underground property damage;
- (f) Pollution Exclusions; or
- (g) work performed by subcontractors.

Additional Insured: Stock shall be named as an additional insured, loss payee and certificate holder on each of the policies as outlined in Exhibit "A". Coverage under all policies shall be afforded to the additional insureds whether or not any Claims are actually in litigation.

Stock shall remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project that is the subject of this Agreement and the Contract Documents regardless of the date when the Subcontractor, Subcontractor's subcontractors, laborers, materialmen, agents, employees, and/or anyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, and/or regardless of the dates any certificates of occupancy are issued. Subcontractor's obligation to have Stock remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project will survive the expiration or earlier termination of this Agreement until any and all Claims are fully and finally barred by the greater of any and all applicable statute of limitation or statute of repose.

Priority of Insurance Coverage: It is the intent of the parties that all available and applicable insurance coverage of the Subcontractor, whether primary or excess or umbrella policies, be primary coverage for any and all Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, regardless of who makes said Claims. Further, the parties intend that Stock's insurance policies be excess over any and all available and applicable insurance policies of Subcontractor for the purposes of indemnity and defense of Stock.

Certificates of Insurance: Prior to commencing any Work under this Agreement, Subcontractor shall submit to Stock copies of policies or Certificate of Insurance that confirm appropriate insurance coverage.

Each Certificate of Insurance shall provide that the insurer must give Stock at least ninety (90) days prior written notice of non-renewal or material change in coverage and termination of the coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply Stock with a new and replacement Certificate of Insurance and additional insured endorsements as proof of renewal replacement policies of insurance.

Subcontractor's Notice to Insurance Carriers and Agents: Prior to commencing any Work under this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" and all amendments to each of its insurance agents and insurance carriers. Within ten (10) days after execution by the parties of any future amendments, modifications, additions, deletions, changes or addendums to this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A", as amended, to each of its insurance agents and insurance carriers.

Subcontractor's Subcontractors: Subcontractor acknowledges it shall not subcontract any part of this Agreement without supplying Stock proof that all Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, obtains and maintains appropriate insurance coverage as detailed in Exhibit "A". It shall be Subcontractor's sole responsibility to ensure that Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, fully complies with this Paragraph 18 and Exhibit "A", and future amendments thereto.

Additionally, and prior to commencement of the Work, the Subcontractor shall provide Stock with a Certificate of insurance showing insurance coverage, in compliance with Exhibit "A" each and every Subcontractor's subcontractors, laborers, materialmen, agents, and/or employees, and anyone for whose acts any of them may be liable. Coverage shall be no less than the limits as described in Exhibit "A", in the event any of these policies are terminated, for any reason, the Subcontractor shall provide Stock copies of Certificates of Insurance showing replacement coverage in compliance with Exhibit "A".

Waiver of Subrogation from Insurers: Subcontractor shall obtain from each of its insurers, a waiver of subrogation as to each of its insurance policies, in favor of Stock with respect to any Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents.

Breach: Failure of Subcontractor to maintain complete and appropriate insurance is a material breach. In this event, in addition to the all other remedy provisions in this Agreement, Stock can elect to terminate this Agreement or to provide insurance at Subcontractor's sole expense; in neither case, however, shall Subcontractor's liability be lessened.

- 19. COMPLETION: Immediately upon the performance of any part of the Work, as between Subcontractor and Stock, title thereto shall vest in Stock to the extent permitted by law; provided, however, the vesting of such title shall not impose any obligations on Stock or relieve Subcontractor of any of its obligations hereunder. Upon completion of the Work described in any Work Notification Form, Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is not in breach of this Agreement, and provided that Subcontractor is otherwise entitled to payment under this Agreement, upon notification to Stock, Stock shall pay Subcontractor for the Work described in the Work Notification Form in accordance with the Work Notification Form and the Bid/Proposal within sixty (60) days following Stock's receipt of a request for payment from Subcontractor, Subcontractor hereby agrees that if Subcontractor fails to request from Stock any sum, including, but not limited to, wages or contract sums due under this Agreement or any Work Notification Form, within ninety (90) days from the date they became due, said sums to Subcontractor and Subcontractor shall have no claim thereto.
- 20. WAIVER: TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS! OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.
- 21. TAXES/CHARGES: Subcontractor shall pay all taxes, contributions and/or premiums payable on its employees or on its operations under workers' compensation laws, unemployment compensation laws, the Federal; Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes, contributions and/or premiums which are payable by the employees and the Subcontractor shall indemnify, defend and hold Stock harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with these requirements. Subcontractor shall comply with all rules and regulations at any time applicable hereto and shall, on demand, substantiate to Stock's reasonable satisfaction that all taxes and charges are being properly paid. SUBCONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL. EMPLOYEES OF SUBCONTRACTOR.
- 22. DEFECTIVE WORK: Should Stock notify Subcontractor (orally or in writing) that any part of the Work is incorrect and does not conform to the terms of the Contract Documents, Subcontractor shall immediately being to correct such defective work and shall complete such corrected work within forty-eight (48) hours unless Stock shall agree to a longer period. If Subcontractor refuses to perform any corrective work, Subcontractor shall waive the above described forty-eight (48) hour period and such refusal or failure to perform the corrective work shall be deemed a default by Subcontractor hercunder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the disturbance of work completed by other contractors.
- 23. BREACH: SUBCONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT IF:
 - (a) Subcontractor's Work is defective and not remedied as provided herein; or
 - (b) Subcontractor does not make prompt and proper payments to its employees, agents and/or subcontractors; or
 - (c) Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to it; or
 - (d) Another contractor is damaged by an act for which Subcontractor is responsible; or

- (e) Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hours after notice thereof to Subcontractor.
- (f) Subcontractor fails to perform warranty service under this Agreement or any other prior or contemporaneous Subcontractor Agreement with Stock; or
- (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's (or Subcontractor's subcontractors or agents) violation of any law, ordinance, regulation, administrative ruling and/or court order; or
- (h) Subcontractor becomes insolvent or any petition for bankruptcy is filed with respect to Subcontractor; or
- (i) Subcontractor fails or neglects to prosecute the Work diligently and promptly, whether due to inadequate or incompetent supervision, insufficient skilled workers, lack of material or equipment, improper quantity or quality, or for any other reason not described herein;
- (i) Subcontractor fails to comply with any terms of this Agreement or any Work Notification Form issued under this Agreement.
- 24. REMEDIES: IF SUBCONTRACTOR IS IN BREACH OF THIS AGREEMENT, IN ADDITION TO ANY AND ALL OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW, STOCK, IN ITS SOLE DISCRETION, MAY DO ANY OR ALL OF THE FOLLOWING:
 - (A) IMMEDIATELY TERMINATE THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR WRITTEN AGREEMENT WITH SUBCONTRACTOR OR OTHER SUBCONTRACTOR BASE AGREEMENT BETWEEN SUBCONTRACTOR AND STOCK AND DISMISS SUBCONTRACTOR FROM THE JOB SITE BY PROVIDING SUBCONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION;
 - (B) ENGAGE OR EMPLOY OTHER CONTRACTORS TO REMEDY SUBCONTRACTOR'S DEFECTIVE WORK, TO COMPLETE ANY PORTION OF THE WORK NOT COMPLETED BY SUBCONTRACTOR, PERFORM SUBCONTRACTOR'S WARRANTY SERVICE OBLIGATIONS OR OTHERWISE CURE SUBCONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND EXPENSE;
 - (C) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE HUNDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUE OR BECOME DUE TO SUBCONTRACTOR, WHETHER UNDER THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAGEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B) ABOVE OR OTHERWISE RELATING TO SUBCONTRACTOR'S BREACH, INCLUDING, BUT NOT LIMITED TO, STOCK'S OVERHEAD AND PROFIT; AND/OR
 - (D) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE (1) YEAR AN AMOUNT, WHICH AMOUNT SHALL NOT EXCEED FIVE PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORK, TO INSURE SUBCONTRACTOR'S PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS, STOCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS.
- 25. TERMINATION: This Agreement may also be terminated and Subcontractor dismissed from the job site by Stock at any time in its sole discretion, with or without cause, by providing Subcontractor with notice (written or oral, in the sole determination of Stock) of such termination, and such termination shall be effective as of the time and date stated in such notice. In the event of termination of the Agreement pursuant to this paragraph 25 without cause, Stock shall pay Subcontractor within sixty (60) days after the effective date of such termination, all sums due and owing Subcontractor for all labor incurred and all materials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor acknowledges and agrees that if Subcontractor is terminated pursuant to this paragraph 25 with cause, Subcontractor shall lave no claim against Stock for any additional sums, including, without limitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or sums whatsoever. The termination payment described herein, if applicable, is Subcontractor's sole remedy and in no event shall Subcontractor have any claim for consequential damages. Further, in the event of termination, Subcontractor will turn over all equipment and materials ordered, purchased for and delivered to the Project, and Stock will pay the Subcontractor any amounts due based on the percentage of completion of Subcontractor's Work that is incompliance with this Agreement and the Pricing, actually accomplished and equipment and materials supplied to the Project; excluding any payment for unearned profit and overhead. Subcontractor will facilitate transfer of Work to Stock by assigning its rights under subcontracts and purchase orders.

- 26. ENTIRE AGREEMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are no other agreements, oral or written, by and between the parties hereto, except as to Subcontractor's warranties under any prior or contemporaneous Subcontractor Agreements with Stock, which warranties are incorporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subcontractor is that of an independent contractor.
- 27. HEADINGS: The paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
- 28. NOTICES: Unless otherwise set forth herein, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be (a) delivered by hand, (b) send by Federal Express, Express Mail or other overnight courier service, sent to the address on the first page hereof or such other address for notice as the parties shall last have furnished in writing to the person giving the notice or (c) sent by facsimile transmission with a copy delivered pursuant to (a) or (b) above. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by facsimile transmission as of the date and time of transmission, and (iii) if sent by Federal Express, Express Mail or other reputable overnight courier service, upon the earlier of the date of receipt or one (1) business day after posting thereof. If a notice is mailed in the manner provided above, it is duly given, whether or not the addressee received it.
- 29. INVALIDITY: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. DISPUTE: If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by Stock pursuant to the self-help remedies of paragraph 24, and the parties cannot resolve the matter between themselves within sixty (60) days after Stock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a dispute arise between Stock and a buyer of a residence regarding materials supplied or work performed by Subcontractor. Subcontractor agrees to participate in, and be bound by, arbitration proceedings between Stock and the buyer.
- 31. <u>IURISDICTION</u> and PRESUMPTION: This Agreement shall be governed by and construed under the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, or being agreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.
- .32. WAIVER: Except as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto. No waiver by either party of any failure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. COUNTERPARTS and FACSIMILE/PDF SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Signatures given via facsimile or scan PDF transmission and shall be deemed given as of the date and time of transmission to the other party and shall be deemed original.
- 34. PERSONS BOUND: The provisions of this Agreement shall inure to the benefit of, and shall bind, the heirs, executers, administrators, successors and assigns of the respective parties. No person shall be deemed to be a third party beneficiary of this Agreement or any portion thereof. Subcontractor may not assign this Agreement without Stock's prior written consent, which consent Stock may withhold in its sole

and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor five (5) days written notice thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STOCK:

STOCK CONSTRUCTION, LLC, a

Florida limited liability conque

SUBCONTRACTOR:

racting solutions, Inc

EXHIBIT 13



2647 Professional Circle + Suite 1201 + Naples, FL 34119

Subcontractor Base Agreement

OWNER NAME(S SUBCON BUSINE	SHIP: © CORPORATION © PARTNERSHIP D PROPRIETORSHIP & LIMITED LIABILITY COMPANY OF PRINCIPAL OFFICERS, PARTNERS OF OWNERS NTRACTOR'S EIN OR SOCIAL SECURITY NO: SS ADDRESS: 690 300 ST SW NGPLOS FC 34117 D39-200 - 7682 FAX NPA EMAIL SWUS A-FRANCO @ Outlooks.
	GREEMENT ("Agreement") made and entered into this
1.	As used herein the following terms shall have the meanings specified unless the context otherwise requires. (a) "Bid/Proposal" shall have the meaning specified in Paragraph 4. (b) "Contract Documents" shall mean this Agreement, together with any and all Subcontractor Safety & Health Standards (Field Guidelines). Work Notification Forms, Bid/Proposals, and Plans and Specifications issued or utilized in connection with Work performed by Subcontractor. (c) "FHA" shall mean the Federal Housing Administration. (d) "Plans and Specifications" shall mean approved foundation plans, frame plans, floor plans, elevation plans, blueprints, construction "sheet details, and other specifications, including FHA manuals. (e) "Project" shall mean the following:
	(f) "Stock" shall have the meaning specified in the beginning paragraph of this Agreement. (g) "Subcontractor" shall have the meaning specified in the beginning paragraph of this Agreement and shall include Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable. (h) "VA" shall mean the U.S. Department of Veterans Affairs.
	(i) "Work" shall include, without limitation, any and all of the work specified in Paragraph 3 below, and any and all change order work, extra work, work included on all Work Notification Forms, unbudgeted work, and other work directed by Stock to be performed by Subcontractor; including but not limited to the management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents.
	(j) "Work Notification Form" shall mean a written order issued by Stock to Subcontractor specifying certain Work to be performed; the term Work Notification Form shall include forms designated "Purchase Order", "Job Start Order", "Field Purchase Order", and other similar designations and containing certain information about commencing such Work and the payment for such Work.
2.	NON-EXCLUSIVITY: The purpose of this Agreement is to fix the obligations of Stock and Subcontractor as to the performance by Subcontractor of certain described Work. Subcontractor acknowledges that this Agreement is nonexclusive and that Stock is free to

contract with any other person or entity for the performance of work which is the same or similar to that described in this Agreement. Subcontractor is also free to enter into third party contracts with any other subcontractor, laborer and/or materialmen for the provision of the Work to be provided hereunder. Subcontractor will ensure that such other work performed by third party subcontractors, laborers and materialmen does not interfere with Subcontractor's performance under the Contract Documents and all such other contracts shall not be deemed a direct contract between Stock and such third party subcontractors laborers, or materialmen. This Agreement shall not be

construed as obligating Stock to accept bids or issue Work Notification Forms to Subcontractor.

Page 1 of 12 Rev 01/07/2011 Stock Initials _____.
Subcontractor Initials _____.

ο.	Notification Forms but is generally described as:
	Cost Code No:

As set forth above, in conjunction with this Agreement, Stock may issue Work Notification Forms from time to time, covering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Subcontractor's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Stock, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and/or this Agreement and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Stock and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided in the Plans and Specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

4. PRICING and PAYMENTS: Subcontractor has submitted to Stock a Bid/Proposal pursuant to Stock's "invitation to bid" for Work, receipt of which is acknowledged thereon by Stock, which Bid/Proposal is incorporated herein by reference. The Bid/Proposal may be modified by Subcontractor only by a subsequent written and dated amendment, as approved by and receipt of which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and absolute discretion. Upon acceptance and approval by Stock, such amended Bid/Proposal shall be attached hereto and incorporated herein by reference. The Bid Proposal in effect at the time of the issuance or any Work Notification Form shall be applicable to all Work to be performed thereunder, without variation, unless otherwise approved in writing by Stock. Subcontractor acknowledges that its compensation is a fixed contractual rate, subject to modification under the next clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor agrees that payment shall be made to the entity named in the beginning paragraph of this Agreement, and not to any individual person which provides Work pursuant to this Agreement.

Notwithstanding anything in this Agreement to the contrary, Subcontractor's right to any payment under this Agreement is expressly contingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Form has been completed satisfactorily; (2) If requested by Stock, the Subcontractor delivering to Stock a full and complete release of all liens and claims of Subcontractor and any and all of its subcontractors and suppliers of materials, labor, equipment, work, tools, services and other items furnished in connection with the Work, and (3) If requested by Stock, the Subcontractor delivering to Stock an affidavit (in a form satisfactory to Stock) that provides that so far as Subcontractor is able to ascertain, no person or entity other than the persons or entities furnishing such waivers and releases, has a right to any such lien or claim for materials, labor, equipment, work, tools, services or other items furnished in connection with the Work.

Notwithstanding anything in this Agreement to the contrary, if requested by Stock, Subcontractor's failure to supply these lien waivers and releases will negate any request for payment until such time as the lien waivers and releases are provided. If any lien or claim remains outstanding after all payments are made, Subcontractor shall refund to Stock all monies that Stock may be compelled to pay in discharging or resolving such lien or claim, including, without limitation, attorney's fees and costs. If Subcontractor fails to make any such refund within fifteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in breach of this Agreement, and Stock may, in addition to any other right and remedy, withhold from any sums due or to become due Subcontractor under this or any other Agreement such amount as may be required, in Stock's sole discretion, to discharge or resolve any such lien or claim, and to reimburse Stock for the applicable fees and costs incurred by Stock. Subcontractor shall defend, indemnify and hold harmless Stock and Stock's purchaser from the operation and effect of any lien or encumbrance arising out of the performance of Subcontractor's work, and shall turn over the property subject to the Work, including any improvements thereon, to Stock free and clear of all such liens and encumbrances. If any such lien or encumbrance is claimed by any person or entity performing any portion or Subcontractor's work. Subcontractor shall, immediately upon verbal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the lien or encumbrance from the real property to the bond. If Subcontractor continues to receive payments from Stock, Subcontractor will hold these payments and the rights to future payments from Stock in trust for the benefit of, and to be first applied to payment of those subcontractors, laborers, equipment suppliers and material suppliers who have performed any portion of Subcontractor's work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurred in the performance of Subcontractor's work are not being promptly paid. Stock may, upon giving written notice to Subcontractor, take any steps deemed necessary to ensure that any payments from Stock to Subcontractor shall be utilized to pay such obligations. Upon such written notice, Stock may require Subcontractor to supply satisfactory evidence that Subcontractor's obligations have been paid or to post a payment and performance bond for the protection of Stock, its purchaser, and those to whom Subcontractor has an obligation for payment. The failure of Subcontractor to provide either of these means of security shall entitle Stock to retain out of any payment due or become due to Subcontractor a reasonable amount to protect Stock from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by Subcontractor.

Acceptance of Work and payment therefore by Stock under this paragraph shall not be construed as a waiver by Stock for Work later found defective and shall not release the Subcontractor from liability under any warranty for defective Work or for any obligation to perform warranty service Work.

5. SUBCONTRACTOR REVIEW and INSPECTION: Subcontractor expressly agrees to read and familiarize itself completely with all Contract Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form, to independently verify all information furnished by Stock or contained in the Plans and Specifications and to inspect the job site before starting any Work under a Work Notification Form. Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any laws, ordinances, rules, regulations or orders of any public authorities observed or known to Subcontractor in the Work, Plans and Specifications or at the job site. All Plans and Specifications furnished to Subcontractor by Stock are the property of Stock and shall not be duplicated or used for any purpose other than the performance of the Work and must be returned to Stock at the completion of Subcontractor's Work. Subcontractor shall be solely responsible for all construction under this Agreement and any Work Notification Form, including the techniques, sequences, procedures and means, and for coordination of all Work.

Subcontractor has made an independent investigation of the site, and the soil conditions and has satisfied itself as to all of these conditions such that the Bid/Proposal include payments for all Work which may be performed by Subcontractor to overcome any unanticipated, underground, or concealed conditions. Subcontractor waives any and all rights and claims for any changes to the Work Notification Form amount for any items or claims which Subcontractor could have become aware of prior to accepting the Work Notification Form and/or commencing Work thereunder had its examinations of the Project been conducted in a reasonable manner.

Subcontractor shall be responsible for inspecting any work of another contractor that may affect its own Work and shall report in writing to Stock any defects in such work upon discovery of the defect prior to commencing any portion of the Work, or it shall be deemed to have accepted such work as correct and fit to be accommodated into its own. If Subcontractor shall be delayed in the commencement, prosecution, or completion of the Work or shall be obstructed or hindered in the orderly progress of the Work by an act, failure to act, omission, neglect or default of Stock, any architect, another contractor or subcontractor, or any of their respective agents or employees, or by any cause beyond the control of Subcontractor, then the time fixed for completion of the Work may be extended in the sole discretion of Stock and only if Subcontractor notifies Stock in writing within forty-eight (48) hours of the discovery of the cause of such delay. Subcontractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to, the aforesaid causes, and agrees that Subcontractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.

6. PROSECUTION OF WORK: Subcontractor shall cooperate with all other contractors engaged by Stock to the effect that their work shall not be impeded and shall give such other contractors access to the job site necessary to perform their contracts. Subcontractor shall perform the Work in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as Stock may direct so as to promote the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor, Subcontractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to Stock. Any materials that are to be furnished by Subcontractor hereunder shall be furnished in sufficient time to enable Subcontractor to perform and complete its Work with the time or times provided for herein or in any Work Notification Form. If, in the opinion of Stock, in its sole discretion, Subcontractor falls behind in furnishing the necessary labor and, or materials to meet the schedule established by Stock, then Subcontractor shall take such steps and actions as are deemed necessary by Stock to improve the rate of progress, including, but not limited to, increasing the labor force, number of shifts and/or work such overtime as may be required, at its own expense, to bring its part of the Work up to the schedule established by Stock. Subcontractor agrees to reimburse or pay Stock, or Stock may withhold payment otherwise due under this Agreement, for any and all damages that Stock may sustain as a result of such delays by Subcontractor. Time is of the essence in this Agreement.

Subcontractor shall perform all labor in a thorough and workmanlike manner, according to the highest standards of the trade. Subcontractor warrants that all labor done and any materials furnished by Subcontractor will meet or exceed FHA minimum property standards, VA requirements, any applicable building code requirements and all Stock requirements. Should a dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished hereunder, which concerns the parties hereto only, or which concerns Subcontractor and any other contractor(s), subcontractor(s) or supplier(s), the dispute shall be decided by Stock, whose decision thereon shall be final and conclusive. In any event, and in spite of any dispute, claim, or controversy arising out of this Agreement, Subcontractor shall proceed diligently with the Work, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy.

- 7. MATERIALS and EQUIPMENT: Subcontractor shall secure and maintain material ordered by Subcontractor until completion of the Work and satisfaction acceptance by Stock. Subcontractor shall be responsible for the receipt, delivery, unloading, hoisting storage, warehousing, protection, insurance and all other risks of loss relating to any materials or equipment Subcontractor is to furnish, install, provide, or have provided to it under this Agreement. Subcontractor shall keep adequate supply of materials on hand at all times, as required to meet production schedules. Subcontractor shall be responsible for the security of all materials on the jobsite. Further, if the Work requires the installation of materials furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided, and to thereupon handle, store, and install the items with such skill and care to ensure a satisfactory and proper installation. Loss or damage to the materials due to acts of negligence by the Subcontractor shall be deducted from any amounts due or to become due to the Subcontractor.
- 8. SUBCONTRACTOR REPRESENTATIONS: Subcontractor represents and warrants that it is fully qualified in all respects to perform the Work and shall at all times maintain strict discipline among its employees. Subcontractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Subcontractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Subcontractor agrees not to employ any person unfit or without sufficient skill to perform the job for which Subcontractor was retained for the Project. Subcontractor agrees that Stock shall not provide training of any kind. Accordingly, it is the sole responsibility and expense of Subcontractor to provide training for the Subcontractor or its employees, agents, or subcontractors.

Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Subcontractor shall comply with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract Documents.

Subcontractor shall at all times remain an independent contractor, solely responsible for the Work, methods, techniques, procedures and supervision and coordinating all portions of the Work to be performed under this Agreement and Field Guidelines, No provision hereof shall be construed to make Subcontractor Stock's agent. All person employed by Subcontractor, or Subcontractor's sub-contractors to perform services in connection with this Agreement shall be under the exclusive control and direction of Subcontractor or Subcontractor's subcontractors, it being the intention of the parties that Subcontractor and its subcontractors shall be and remain an independent contractor. Stock shall not exert actual control, nor possess the right to control, the actions of the employees of Subcontractor or Subcontractor's subcontractors in performing duties under this Agreement.

Subcontractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Subcontractor or any one for whom Subcontractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Stock or Stock's separate contractors, Subcontractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Subcontractor.

Subcontractor shall not load nor permit any part of any structure or property to be loaded in any manner that will endanger that structure or property, nor shall Subcontractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

9. <u>LICENSES and PERMITS</u>: Subcontractor shall, at Subcontractor's sole expense, hold and maintain all required licenses, obtain all required permits and shall comply with all laws and ordinances and the rules, regulations, and orders of all public authorities relating to the performance of the Work. In the event of termination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, permits, contracts, subcontracts, and purchase orders relating to the Work. Subcontractor agrees that Stock is not responsible for providing any tools or benefits for the Subcontractor or its employees, agents, or subcontractors.

10. REGULATORY COMPLIANCE and HAZARDOUS SUBSTANCES: The Occupational Safety and Health Act of 1970, as amended (OSHA) has established regulations entitled OSHA Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets (MSDS) giving information on proper handling and precautionary measures in using the materials. Many substances commonly used in residential construction fit the description of hazardous materials established by OSHA. Subcontractor shall comply with all OSHA regulations pertaining to the work and any materials used in the work. Subcontractor shall have sole and exclusive responsibility for training its employees, subcontractors and suppliers in the proper handling of hazardous materials and any precautionary measures required. Subcontractor shall supply all protective clothing and devices necessary to protect its employees, subcontractors and suppliers from hazardous materials while on the site. Subcontractor shall obtain all MSDS's pertaining to any hazardous material used or created in the process of performing the work, and shall distribute copies of such MSDS's to Company and to all other contractors, subcontractors, and suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors and suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors or suppliers, and shall retain copies of such MSDS's and provide them to Subcontractor's employees, subcontractors and suppliers as required by the OSHA regulations. In other words, Subcontractor must exchange MSDS's with all other contractors, subcontractors and suppliers, and implement a training program for its employees.

Subcontractor acknowledges and understands that the Project may be subject to the requirements of the National Pollutant Discharge Elimination System, as amended (NPDES) and Clean Water Act, as amended (CWA). Subcontractor is fully aware of the NPDES and CWA and shall not in any way interfere, damage or in any way negatively impact the structures and for procedures in place or to be implemented at the Project pertaining to NPDES and CWA. Subcontractor shall be responsible for any loss, damage, fine and penalty incurred by Stock or its affiliates due to acts of negligence by the Subcontractor and such costs and expenses shall be deducted from any amounts due or to become due to the Subcontractor. Further, Subcontractor shall indemnify Stock for any and all costs, fines, penalties and expenses incurred by Stock as a result of violations of NPDES and CWA caused by Subcontractor.

- 11. EMERGENCIES: In the event of an emergency affecting the safety or protection of persons or the Work or property at the job site or adjacent thereto, Subcontractor, without special instruction or authorization from Stock is obligated to act to prevent threatened damage, injury or loss. Subcontractor shall give Stock written notice within twenty-four (24) hours after the occurrence of the emergency, if Subcontractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Stock determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Subcontractor fails to provide the twenty-four (24) hour written notice noted above, the Subcontractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment Pricing or an extension to the term of this Agreement.
- 12. <u>ASSUMPTION OF LIABILITY</u>: Subcontractor agrees to, and hereby does, assume full responsibility for any and all acts, negligence or omissions of Subcontractor's employees, laborers, agents, materialmen, and subcontractors and any and all employees and agents of the aforementioned, and any and all other persons doing work under an oral or written order or contract with Subcontractor.
- 13. INDEMNIFICATION, HOLD HARMLESS & DEFENSE: The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law. at Subcontractor's sole expense. Subcontractor shall indemnify, defend and hold harmless both Stock and the Owner (if different from Stock) and their affiliated companies, parents, subsidiaries, partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns (collectively referred to as "Indemnified Party/ies") of, from and against any and all claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, including but not limited to demands, suits, liabilities, causes of action, damages, claims for bodily injury, death or damage to property, judgments, contractual liabilities, including costs and expenses associated thereto which include but is not limited investigative and repair costs, attorneys' fees and costs, consultants' fees and costs, and other expenses, any of which arise out of, relate to, result from, are occasioned by, contributed to by, connected with and/or are in any way caused, in whole or in part, by the acts of, omissions, failures and/or performance by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, as to any of the following (collectively referred to as "Claims"):
 - (a) Work as required by the Contract Documents and under this Agreement;
 - (b) construction or others services as required by the Contract Documents and under this Agreement;
 - (c) materials furnished as required by the Contract Documents and under this Agreement;
 - (d)violations or alleged violations of Occupational Safety and Health Act of 1970, as amended, or to regulations promulgated thereunder, and/or to violations or alleged violations similar state laws and regulations;

(e)injuries of/to and/or destruction of tangible property, including the loss of use or economic loss resulting therefrom;

(f)defectively performed and/or alleged defectively performed Work by Subcontractor and or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable;

(g)breach of this Agreement; and/or

(h)acts or omissions which include negligent or willful misconduct of Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, whether active or passive.

In Whole or in Part: Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties, shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this Paragraph 13.

Subcontractor's obligation to indemnify. defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by any of the Indemnified Parties, whether active or passive.

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by the concurrent act(s), omission(s) by and/or negligence of any of the Indemnified Parties, whether active or passive, provided however, said Indemnified Party shall not be indemnified for its own sole negligence or willful misconduct.

Limitations on Obligations & Florida Statutes, Section 725.06: With regard to any and all Claims, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Exhibit "A", or benefits payable by/for Subcontractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall be limited to the greater of:

(a)A maximum of \$5,000,000.00; or

(b)the amount of this Agreement sum; or

(c)the maximum amount of insurance coverage limits available to the Subcontractor under any and all policies of insurance and applicable to any Claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Paragraph 13 is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and effect.

<u>Duty to Defend</u>: Subcontractor's duty to defend under this Paragraph 13 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Stock and/or any Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any person or entity with written notice of such Claim being provided to Subcontractor.

Survival Provision: Subcontractor's obligation to indemnify, defend and hold harmless will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Indemnified Party/ies for any and all matters indemnified is fully and finally barred by the applicable statute of limitations.

Waiver of Subrogation: Subcontractor waives any rights of subrogation against Stock and shall require any of Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable to waive their subrogation rights against Stock.

Secure Performance: At its sole discretion, Stock may withhold, from time to time, from any monies otherwise due Subcontractor hereunder or under any other contract or agreements, a sum of money, which, in the sole judgment of Stock, shall be sufficient to secure the performance of Subcontractor's obligations under this Paragraph 13.

Notice: Stock shall provide written notice of any Claims within sixty (60) days after Stock becomes reasonably aware that Subcontractor may be liable for any such Claims.

14. SUBCONTRACTOR WARRANTIES: Subcontractor represents and warrants to Stock that all equipment and materials provided by Subcontractor and incorporated in the Work will be new, unless otherwise specified in the Plans and Specifications, and together with the Subcontractor's Work shall be of good quality, free of defects and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment, materials and Work not so in conformity shall be defective. Subcontractor specifically agrees that it is responsible for the protection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said final completion. Inspection by Stock shall not relieve Subcontractor of its obligations herein. SUBCONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY

SUBCONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS TITLE OF THE SUBJECT OF THE WORK, (HOUSE OR CONDOMINIUM UNIT) TO A PURCHASER OF THE HOUSE OR CONDOMINIUM UNIT, AND CONTINUING FROM SUCH DATE UNTIL THE LAST OF THE FOLLOWING TO OCCUR: (1) ONE YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTEN WARRANTY GIVEN BY STOCK TO SUCH PURCHASER OR (3) THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATUTORY WARRANTIES OF SUCH PURCHASER, OR SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY, IF ANY. SUBCONTRACTOR AGREES TO MAKE, AT SUBCONTRACTOR'S SOLE EXPENSE. ALL REPAIRS AND CORRECT SUCH DEFECTS IN ORDER TO MEET ANY OF SUBCONTRACTOR'S WARRANTY OBLIGATIONS WITHIN EIGHT (8) HOURS OF NOTICE (ORAL OR WRITTEN) OF SUCH DEFECT IN AN EMERGENCY (DETERMINED BY STOCK IN ITS SOLE DISCRETION) AND WITHIN FORTY-EIGHT (48) HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition, Subcontractor shall transfer any and all applicable manufacturer's warranties, together with all service and operating manuals for materials furnished by it under this Agreement, to Stock when the Work is completed or this Agreement is terminated, whichever Occurs first. The warranty contained in this paragraph 14 is in addition to any other special warranties required by contract or law, and such warranty does not negate or abridge Stock's right to assert claims for latent or patent defects in accordance with applicable law.

The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty or guarantee periods established in the Contract Documents without cost to the Owner or the Contractor. If no guarantee of warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall guarantee or warranty the Subcontractor Work for the period of one (1) year from the date(s) of conveyance to the end user.

The Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Subcontractor's Work prior to final payment.

All guarantees and warranties must be submitted to the Contractor in a form acceptable to the Contractor prior to and as a condition for final payment.

Subcontractor expressly agrees that all warranties made by it in this Agreement shall survive the termination or expiration of this Agreement for any reason prior to the expiration of the full warranty period.

- 15. RUBBISH and DEBRIS: Subcontractor agrees to keep the job site and adjoining property free of waste material and rubbish caused by its Work or that of its subcontractors and to remove all waste materials and rubbish on completion or termination of its Work together with all tools, equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subcontractor shall conduct general clean-up operations, including, but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walls, where applicable. Any personal property left by Subcontractor on or around job site for thirty (30) days following completion of the Work, excluding any Work performed pursuant to warranty service obligations, will become the property of Stock.
- 16. <u>ASSIGNMENT</u>: Subcontractor shall not assign this Agreement or any payments due or to become due hereunder without the prior written consent of Stock, which consent may be withheld in the sole discretion of Stock. Payments to Subcontractor will be made in accordance with Stock's current published payment procedures, as the same may be amended from time to time. Payment to Subcontractor of all or any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or in any way waive or affect Stock's claims or rights against Subcontractor.
- 17. CHANGES: Stock reserves the right to make changes in the Work in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performance. All changes will be authorized by a new written Work Notification Form which will include conforming changes in any Bid/Proposal, payment schedule and/or time for performance.
- 18. INSURANCE REQUIREMENTS: Subcontractor shall procure and maintain insurance policies in the form and amounts as set forth on Exhibit "A", attached hereto and incorporated herein by reference. All coverage shall be placed with an insurance carriers duly admitted in the State of Florida and shall be reasonably acceptable to Stock. All insurance carriers must maintain an A.M. Best rating of "A-VIII" or better. Certified copies of all insurance policies must be made available and provided to Stock within ten (10) days of Stock's request. The word "Claims" used in this Paragraph 18 has been defined in Paragraph 13 above.

Endorsements in Insurance Policies: In addition to Exhibit "A". the Subcontractor shall carry and maintain commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing coverage equal to or greater than said form). All policies of liability insurance shall contain an Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing coverage equal to

Stock Initials
Subcontractor Initials

or greater than said form which would at a minimum additional insured status with respect arising out of Subcontractor's Work pursuant to the Contract Documents and which provides coverage both during the products completed operations hazard period.) Such insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal and advertising injury, bodily injury, property damage, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability, excess or umbrella coverage forms which contains any of the following:

- (a) Limitations or Modification of Contractual Liability Language;
- (b) Limitations or exclusions for Damage to Work Performed by Sub Contractors;
- (c) Limitations or Exclusions for Residential Work
- (d) Limitations or Exclusions for Multi-Unit Dwellings
- (e) Limitations or Exclusions related to explosion, collapse, underground property damage;
- (f) Pollution Exclusions; or
- (g) work performed by subcontractors.

Additional Insured: Stock shall be named as an additional insured, loss payee and certificate holder on each of the policies as outlined in Exhibit "A". Coverage under all policies shall be afforded to the additional insureds whether or not any Claims are actually in litigation.

Stock shall remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project that is the subject of this Agreement and the Contract Documents regardless of the date when the Subcontractor's subcontractors, laborers, materialmen, agents, employees, and'or anyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, and/or regardless of the dates any certificates of occupancy are issued. Subcontractor's obligation to have Stock remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project will survive the expiration or earlier termination of this Agreement until any and all Claims are fully and finally barred by the greater of any and all applicable statute of limitation or statute of repose.

Priority of Insurance Coverage: It is the intent of the parties that all available and applicable insurance coverage of the Subcontractor, whether primary or excess or umbrella policies, be primary coverage for any and all Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, regardless of who makes said Claims. Further, the parties intend that Stock's insurance policies be excess over any and all available and applicable insurance policies of Subcontractor for the purposes of indemnity and defense of Stock.

<u>Certificates of Insurance</u>: Prior to commencing any Work under this Agreement, Subcontractor shall submit to Stock copies of policies or Certificate of Insurance that confirm appropriate insurance coverage.

Each Certificate of Insurance shall provide that the insurer must give Stock at least ninety (90) days prior written notice of non-renewal or material change in coverage and termination of the coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply Stock with a new and replacement Certificate of Insurance and additional insured endorsements as proof of renewal/replacement policies of insurance.

Subcontractor's Notice to Insurance Carriers and Agents: Prior to commencing any Work under this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" and all amendments to each of its insurance agents and insurance carriers. Within ten (10) days after execution by the parties of any future amendments, modifications, additions, deletions, changes or addendums to this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A", as amended, to each of its insurance agents and insurance carriers.

Subcontractor's Subcontractors: Subcontractor acknowledges it shall not subcontract any part of this Agreement without supplying Stock proof that all Subcontractor's subcontractors. laborers. materialmen, agents, or employees, and anyone for whose acts any of them may be liable. obtains and maintains appropriate insurance coverage as detailed in Exhibit "A". It shall be Subcontractor's sole responsibility to ensure that Subcontractor's subcontractors. laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, fully complies with this Paragraph 18 and Exhibit "A", and future amendments thereto.

Additionally, and prior to commencement of the Work, the Subcontractor shall provide Stock with a Certificate of Insurance showing insurance coverage, in compliance with Exhibit "A" each and every Subcontractor's subcontractors, laborers, materialmen, agents, and/or employees, and anyone for whose acts any of them may be liable. Coverage shall be no less than the limits as described in Exhibit "A". In the event any of these policies are terminated, for any reason, the Subcontractor shall provide Stock copies of Certificates of Insurance showing replacement coverage in compliance with Exhibit "A".

Waiver of Subrogation from Insurers: Subcontractor shall obtain from each of its insurers, a waiver of subrogation as to each of its insurance policies, in favor of Stock with respect to any Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents.

Breach: Failure of Subcontractor to maintain complete and appropriate insurance is a material breach. In this event, in addition to the all other remedy provisions in this Agreement, Stock can elect to terminate this Agreement or to provide insurance at Subcontractor's sole expense; in neither case, however, shall Subcontractor's liability be lessened.

- 19. COMPLETION: Immediately upon the performance of any part of the Work, as between Subcontractor and Stock, title thereto shall vest in Stock to the extent permitted by law; provided, however, the vesting of such title shall not impose any obligations on Stock or relieve Subcontractor of any of its obligations hereunder. Upon completion of the Work described in any Work Notification Form, Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is not in breach of this Agreement, and provided that Subcontractor is otherwise entitled to payment under this Agreement, upon notification to Stock, Stock shall pay Subcontractor for the Work described in the Work Notification Form in accordance with the Work Notification Form and the Bid/Proposal within sixty (60) days following Stock's receipt of a request for payment from Subcontractor. Subcontractor hereby agrees that if Subcontractor fails to request from Stock any sum, including, but not limited to, wages or contract sums due under this Agreement or any Work Notification Form, within ninety (90) days from the date they became due, said sums to Subcontractor and Subcontractor shall have no claim thereto.
- 20. WAIVER: TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS, OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.
- 21. TAXES/CHARGES: Subcontractor shall pay all taxes, contributions and/or premiums payable on its employees or on its operations under workers' compensation laws, unemployment compensation laws, the Federal: Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes, contributions and/or premiums which are payable by the employees and the Subcontractor shall indemnify, defend and hold Stock harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with these requirements. Subcontractor shall comply with all rules and regulations at any time applicable hereto and shall, on demand, substantiate to Stock's reasonable satisfaction that all taxes and charges are being properly paid SUBCONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL EMPLOYEES OF SUBCONTRACTOR.
- 22. <u>DEFECTIVE WORK</u>: Should Stock notify Subcontractor (orally or in writing) that any part of the Work is incorrect and does not conform to the terms of the Contract Documents, Subcontractor shall immediately being to correct such defective work and shall complete such corrected work within forty-eight (48) hours unless Stock shall agree to a longer period. If Subcontractor refuses to perform any corrective work, Subcontractor shall waive the above described forty-eight (48) hour period and such refusal or failure to perform the corrective work shall be deemed a default by Subcontractor hereunder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the disturbance of work completed by other contractors.
- 23. BREACH: SUBCONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT IF:
 - (a) Subcontractor's Work is defective and not remedied as provided herein; or
 - (b) Subcontractor does not make prompt and proper payments to its employees, agents and/or subcontractors; or
 - (c) Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to it; or
 - (d) Another contractor is damaged by an act for which Subcontractor is responsible; or

- (e) Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hour period; or;
- (f) Subcontractor fails to perform warranty service under this Agreement or any other prior or contemporaneous Subcontractor Agreement with Stock; or
- (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's (or Subcontractor's subcontractors or agents) violation of any law, ordinance, regulation, administrative ruling and/or court order; or
- (h) Subcontractor becomes insolvent or any petition for bankruptcy is filed with respect to Subcontractor; or
- (i) Subcontractor fails or neglects to prosecute the Work diligently and promptly, whether due to inadequate or incompetent supervision, insufficient skilled workers, lack of material or equipment, improper quantity or quality, or for any other reason not described herein;
- (j) Subcontractor fails to comply with any terms of this Agreement or any Work Notification Form issued under this Agreement.
- 24. <u>REMEDIES</u>: IF SUBCONTRACTOR IS IN BREACH OF THIS AGREEMENT, IN ADDITION TO ANY AND ALL OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW, STOCK, IN ITS SOLE DISCRETION, MAY DO ANY OR ALL OF THE FOLLOWING:
 - (A) IMMEDIATELY TERMINATE THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR WRITTEN AGREEMENT WITH SUBCONTRACTOR OR OTHER SUBCONTRACTOR BASE AGREEMENT BETWEEN SUBCONTRACTOR AND STOCK AND DISMISS SUBCONTRACTOR FROM THE JOB SITE BY PROVIDING SUBCONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION;
 - (B) ENGAGE OR EMPLOY OTHER CONTRACTORS TO REMEDY SUBCONTRACTOR'S DEFECTIVE WORK, TO COMPLETE ANY PORTION OF THE WORK NOT COMPLETED BY SUBCONTRACTOR, PERFORM SUBCONTRACTOR'S WARRANTY SERVICE OBLIGATIONS OR OTHERWISE CURE SUBCONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND EXPENSE;
 - (C) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE HUNDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUE OR BECOME DUE TO SUBCONTRACTOR, WHETHER UNDER THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAGEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B) ABOVE OR OTHERWISE RELATING TO SUBCONTRACTOR'S BREACH, INCLUDING, BUT NOT LIMITED TO, STOCK'S OVERHEAD AND PROFIT; AND/OR
 - (D) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE (I) YEAR AN AMOUNT, WHICH AMOUNT SHALL NOT EXCEED FIVE PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORK, TO INSURE SUBCONTRACTOR'S PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS, STOCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS,
- 25. TERMINATION: This Agreement may also be terminated and Subcontractor dismissed from the job site by Stock at any time in its sole discretion, with or without cause, by providing Subcontractor with notice (written or oral, in the sole determination of Stock) of such termination, and such termination shall be effective as of the time and date stated in such notice. In the event of termination of the Agreement pursuant to this paragraph 25 without cause, Stock shall pay Subcontractor within sixty (60) days after the effective date of such termination, all sums due and owing Subcontractor for all labor incurred and all materials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor acknowledges and agrees that if Subcontractor is terminated pursuant to this paragraph 25 with cause, Subcontractor shall have no claim against Stock for any additional sums, including, without limitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or sums whatsoever. The termination payment described herein, if applicable, is Subcontractor's sole remedy and in no event shall Subcontractor have any claim for consequential damages. Further, in the event of termination, Subcontractor will turn over all equipment and materials ordered, purchased for and delivered to the Project, and Stock will pay the Subcontractor any amounts due based on the percentage of completion of Subcontractor's Work that is incompliance with this Agreement and the Pricing, actually accomplished and equipment and materials supplied to the Project; excluding any payment for unearned profit and overhead. Subcontractor will facilitate transfer of Work to Stock by assigning its rights under subcontracts and purchase orders.

- 26. ENTIRE AGREEMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are no other agreements, oral or written, by and between the parties hereto, except as to Subcontractor's warranties under any prior or contemporaneous Subcontractor Agreements with Stock, which warranties are incorporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subcontractor is that of an independent contractor.
- 27. <u>HEADINGS</u>: The paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
- 28. NOTICES: Unless otherwise set forth herein, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be (a) delivered by hand, (b) send by Federal Express, Express Mail or other overnight courier service, sent to the address on the first page hereof or such other address for notice as the parties shall last have furnished in writing to the person giving the notice or (c) sent by facsimile transmission with a copy delivered pursuant to (a) or (b) above. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by facsimile transmission as of the date and time of transmission, and (iii) if sent by Federal Express, Express Mail or other reputable overnight courier service, upon the earlier of the date of receipt or one (1) business day after posting thereof. If a notice is mailed in the manner provided above, it is duly given, whether or not the addressee received it.
- 29. INVALIDITY: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. <u>DISPUTE</u>: If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by Stock pursuant to the self-help remedies of paragraph 24, and the parties cannot resolve the matter between themselves within sixty (60) days after Stock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a dispute arise between Stock and a buyer of a residence regarding materials supplied or work performed by Subcontractor, Subcontractor agrees to participate in, and be bound by, arbitration proceedings between Stock and the buyer.
- 31. <u>IURISDICTION and PRESUMPTION</u>: This Agreement shall be governed by and construed under the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, or being agreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.
- 32. WAIVER: Except as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto. No waiver by either party of any failure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. <u>COUNTERPARTS</u> and <u>FACSIMILE/PDF</u> <u>SIGNATURES</u>: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Signatures given via facsimile or scan PDF transmission and shall be deemed given as of the date and time of transmission to the other party and shall be deemed original.
- 34. <u>PERSONS BOUND</u>: The provisions of this Agreement shall inure to the benefit of, and shall bind, the heirs, executers, administrators, successors and assigns of the respective parties. No person shall be deemed to be a third party beneficiary of this Agreement or any portion thereof. Subcontractor may not assign this Agreement without Stock's prior written consent, which consent Stock may withhold in its sole

and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor five (5) days written notice thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STOCK:

STOCK CONSTRUCTION, LLC, a Florida limited liability company

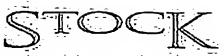
By: ______

SUBCONTRACTOR:

(Subconfractor Entity Nar

Title:

E	XHIBIT 14



2647 Professional Circle • Suite 1201 • Naples, FL 34119

Subcontractor Base Agreement

NAME OF SUBCONTRACTOR: United Subcontractor's Time DBA Northwest Coast Insulation OWNERSHIP: In CORPORATION II PARTNERSHIP II PROPRIETORSHIP II LIMITED LIABILITY COMPANY NAME(S) OF PRINCIPAL OFFICERS, PARTNERS OF OWNERS: JUSON PERKINS - Branch Manager SUBCONTRACTOR'S EIN OR SOCIAL SECURITY NO: BUSINESS ADDRESS: 3218 Marion St, Ft Myers, FL 33916	
PHONE	239-334-2338 FAX 239-334-9241 EMAIL JARKINS @ Unitedoub.com
Construc	GREEMENT ("Agreement") made and entered into this 12th day of January
1.	As used herein the following terms shall have the meanings specified unless the context otherwise requires. (a) "Bid/Proposal" shall have the meaning specified in Paragraph 4. (b) "Contract Documents" shall mean this Agreement, together with any and all Subcontractor Safety & Health Standards (Field Guidelines), Work Notification Forms, Bid/Proposals, and Plans and Specifications issued or utilized in connection with Work performed by Subcontractor. (c) "FHA" shall mean the Federal Housing Administration. (d) "Plans and Specifications" shall mean approved foundation plans, frame plans, floor plans, elevation plans, blueprints, construction sheet detalls, and other specifications, including FHA manuals. (e) "Project" shall mean the following: (f) "Stock" shall have the meaning specified in the beginning paragraph of this Agreement.
	(g) "Subcontractor" shall have the meaning specified in the beginning paragraph of this Agreement and shall include Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable. (h) "VA" shall mean the U.S. Department of Veterans Affairs. (i) "Work" shall include, without limitation, any and all of the work specified in Paragraph 3 below, and any and all change order work, extra work, work included on all Work Notification Forms, unbudgeted work, and other work directed by Stock to be performed by Subcontractor; including but not limited to the management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents. (j) "Work Notification Form" shall mean a written order issued by Stock to Subcontractor specifying certain Work to be performed; the term Work Notification Form shall include forms designated "Purchase Order", "Job Start Order", "Field Purchase Order", and other similar designations and containing certain information about commencing such Work and the payment for such Work.
2.	NON-EXCLUSIVITY: The purpose of this Agreement is to fix the obligations of Stock and Subcontractor as to the performance by Subcontractor of certain described Work. Subcontractor acknowledges that this Agreement is nonexclusive and that Stock is free to contract with any other person or entity for the performance of work which is the same or similar to that described in this Agreement. Subcontractor is also free to enter into third party contracts with any other subcontractor, laborer and/or materialmen for the provision of

the Work to be provided hereunder. Subcontractor will ensure that such other work performed by third party subcontractors, laborers and materialmen does not interfere with Subcontractor's performance under the Contract Documents and all such other contracts shall not be deemed a direct contract between Stock and such third party subcontractors laborers, or materialmen. This Agreement shall not be

construed as obligating Stock to accept bids or issue Work Notification Forms to Subcontractor.

Stock Initials
Subcontractor Initials

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3.	SCOPE OF WORK: The Work to be performed by Subcontractor shall be more specifically described in subrequently issued Work
	SCOPE OF WORK: The Work to be performed by Subcontractor shall be more specifically described in subsequently issued Work Notification Forms but is generally described as: INSUIATION - Closet Shelving Mirrors and
	Shower Enclosures
	Sitema Diversions

Cost Code No:

As set forth above, in conjunction with this Agreement, Stock may issue Work Notification Forms from time to time, covering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Subcontractor's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Stock, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and/or this Agreement and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Stock and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided in the Plans and Specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

4. PRICING and PAYMENTS: Subcontractor bas submitted to Stock a Bid/Proposal pursuant to Stock's "invitation to bid" for Work, receipt of which is acknowledged thereoo by Stock, which Bid/Proposal is incorporated herein by reference. The Bid/Proposal may be modified by Subcootractor only by a subsequent written and dated amendment, as approved by and receipt of which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and absolute discretion. Upon acceptance and approval by Stock, such amcoded Bid/Proposal shall be attached hereto and incorporated herein by reference. The Bid/Proposal in effect at the time of the issuance or any Work Notification Form shall be applicable to all Work to be performed thereunder, without variation, unless otherwise approved in writing by Stock. Subcontractor acknowledges that its compensation is a fixed contractual rate, subject to modification under the next clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor agrees that payment shall be made to the cotity named in the beginning paragraph of this Agreement, and not to any individual person which provides Work pursuant to this Agreement.

Notwithstanding anything in this Agreement to the contrary, Subcontractor's right to any payment under this Agreement is expressly contingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Form has been completed satisfactorily; (2) If requested by Stock, the Subcontractor delivering to Stock a full and complete release of all tiens and claims of Subcontractor and any and all of its subcontractors and suppliers of materials, labor, equipment, work, tools, services and other items furnished to connection with the Work, and (3) If requested by Stock, the Subcontractor delivering to Stock an affidavit (in a form satisfactory to Stock) that provides that so far as Subcontractor is able to ascertain, no person or entity other than the persons or entitles furnishing such waivers and releases, has a right to any such lien or claim for materials, labor, equipment, work, tools, services or other items furnished in connection with the Work.

Notwithstanding anything in this Agreement to the contrary, if requested by Stock, Subcootractor's failure to supply these lico waivers and releases will negate any request for payment until such time as the lien waivers and releases are provided. If any lien or claim remains outstanding after all payments are made, Subcontractor shall refund to Stock all monies that Stock may be compelled to pay in discharging or resolving such lien or claim, including, without limitation, attorney's fees and costs. If Subcontractor fails to make any such refund within fifteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in breach of this Agreement, and Stock may, in addition to any other right and remedy, withhold from any sums due or to become due Subcontractor under this or any other Agreement such amount as may be required, in Stock's sole discretion, to discharge or resolve any such lien or claim, and to reimburse Stock for the applicable fees and costs incurred by Stock. Subcontractor shall defeod, indemnify and hold harmless Stock and Stock's purchaser from the operation and effect of any lien or encumbrance arising out of the performance of Subcontractor's work, and shall turn over the property subject to the Work, including any improvements thereon, to Stock free and clear of all such liens and encumbrances. If any such lien or encumbrance is claimed by any person or entity performing any portion or Subcootractor's work, Subcontractor shall, immediately upon verbal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the lice or encumbrance from the real property to the bond. If Subcontractor continues to receive payments from Stock, Subcontractor will hold these payments and the rights to future payments from Stock in trust for the benefit of, and to be first applied to payment of those subcontractors, laborers, equipment suppliers and material suppliers who have performed any portion of Subcontractor's work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurred

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Subcontractor Initials

the performance of Subcontractor's work are not being promptly paid, Stock may, upon giving written notice to Subcontractor, take any steps deemed necessary to ensure that any payments from Stock to Subcontractor shall be utilized to pay such obligations. Upon such written notice, Stock may require Subcontractor to supply satisfactory evidence that Subcontractor's obligations have been paid or to post a payment and performance bood for the protection of Stock, its purchaser, and those to whom Subcontractor has an obligation for payment. The faiture of Subcontractor to provide either of these means of security shall entitle Stock to retain out of any payment due or become due to Subcontractor a reasonable amount to protect Stock from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by Subcontractor.

Acceptance of Work and payment therefore by Stock under this paragraph shall not be construed as a waiver by Stock for Work later found defective and shall not release the Subcontractor from liability under any warranty for defective Work or for any obligation to perform warranty service Work.

SUBCONTRACTOR REVIEW and INSPECTION: Subcontractor expressly agrees to read and familiarize itself completely with all Contract Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form, to independently verify all information furnished by Stock or cootained in the Plans and Specifications and to inspect the job site before starting any Work under a Work Notification Form. Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any laws, ordinances, rules, regulations or orders of any public authorities observed or known to Subcontractor in the Work, Plans and Specifications or at the job site. All Plans and Specifications furnished to Subcontractor by Stock are the property of Stock and shall not be dupticated or used for any purpose other than the performance of the Work and must be returned to Stock at the completion of Subcontractor's Work. Subcontractor shall be solely responsible for all construction under this Agreement and any Work Notification Form, loctuding the techniques, sequences, procedures and means, and for coordination of all Work:

Subcontractor has made an independent investigation of the site, and the soil conditions and has satisfied itself as to all of these conditions such that the Bid/Proposal include payments for all Work which may be performed by Subcontractor to overcome any unanticipated, underground, or concealed conditions. Subcontractor waives any and all rights and claims for any changes to the Work Notification Form amount for any items or claims which Subcontractor could have become aware of prior to accepting the Work Notification Form and/or commencing Work thereunder had its examinations of the Project been conducted in a reasonable manner.

Subcontractor shall be responsible for inspecting any work of another contractor that may affect its own Work and shall report in writing to Stock any defects in such work upon discovery of the defect prior to commencing any portion of the Work, or it shall be deemed to have accepted such work as correct and fit to be accommodated into its own. If Subcootractor shall be delayed in the commencement, prosecution, or completion of the Work or shall be obstructed or hindered to the orderly progress of the Work by an act, failure to act, omission, neglect or default of Stock, any architect, another contractor or subcontractor, or any of their respective agents or employees, or by any cause beyond the control of Subcootractor, then the time fixed for completion of the Work may be extended in the sole discretion of Stock and only if Subcontractor notifies Stock in writing within forty-eight (48) hours of the discovery of the cause of such delay. Subcontractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to, the aforesaid causes, and agrees that Subcootractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.

6. PROSECUTION OF WORK: Subcontractor shall cooperate with all other contractors engaged by Stock to the effect that their work shall not be impeded and shall give such other cootractors access to the job site necessary to perform their contracts. Subcontractor shall perform the Work in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as Stock may direct so as to promote the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor, Subcontractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to Stock. Any materials that are to be furnished by Subcontractor hereunder shall be furnished in sufficient time to enable Subcontractor to perform and complete its Work with the time or times provided for herein or in any Work Notification Form. If, in the opinion of Stock, in its sole discretion, Subcontractor falls behind in furnishing the necessary labor and/or materials to meet the schedule established by Stock, then Subcontractor shall take such steps and actions as are deemed necessary by Stock to improve the rate of progress, including, but not limited to, increasing the labor force, number of shifts and/or work such overtime as may be required, at its own expense, to bring its part of the Work up to the schedule established by Stock. Subcontractor agrees to reimburse or pay Stock, or Stock may withhold payment otherwise due under this Agreement, for any and all damages that Stock may sustain as a result of such delays by Subcontractor. Time is of the essence in this Agreement.

Stock Initials C

Subcontractor shall perform all labor in a thorough and workmanlike manner, necording to the highest standards of the trade. Subcontractor warrants that all labor done and any malerials furnished by Subcontractor will meet or exceed FHA minimum property standards, VA requirements, any applicable building code requirements and all Stock requirements. Should a dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished hereunder, which concerns the parties hereto only, or which concerns Subcontractor and any other contractor(s), subcontractor(s) or supplier(s), the dispute shall be decided by Stock, whose decision thereon shall be final and conclusive. In any event, and in spite of any dispute, claim, or controversy arising out of this Agreement, Subcontractor shall proceed diligently with the Work, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy.

- 7. MATERIALS and EQUIPMENT: Subcontractor shall secure and maintain material ordered by Subcontractor until completion of the Work and satisfaction acceptance by Stock. Subcontractor shall be responsible for the receipt, delivery, unloading, hoisting storage, warehousing, protection, insurance and all other risks of loss relating to any materials or equipment Subcontractor is to furnish, install, provide, or have provided to it under this Agreement. Subcontractor shall keep adequate supply of materials on hand at all times, as required to meet production schedules. Subcontractor shall be responsible for the security of all materials on the jobsile. Further, if the Work requires the installation of materials furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided, and to thereupon handle, store, and install the Items with such skill and care to ensure a satisfactory and proper installation. Loss or damage to the materials due to acts of negligence by the Subcontractor shall be deducted from any amounts due or to become due to the Subcontractor.
- 8. SUBCONTRACTOR REPRESENTATIONS: Subcontractor represents and warrants that it is fully qualified in all respects to perform the Work and shall at all times maintain strict discipline among its employees. Subcontractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Subcontractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Subcontractor agrees not to employ any person unfit or without sufficient skill to perform the job for which Subcontractor was retained for the Project. Subcontractor agrees that Stock shall not provide training of any kind. Accordingly, it is the sole responsibility and expense of Subcontractor to provide training for the Subcontractor or its employees, agents, or subcontractors.

Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Subcontractor shall comply with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract Documents:

Subcontractor shall at all times remain an independent contractor, solely responsible for the Work, methods, techniques, procedures and supervision and coordinating all portions of the Work to be performed under this Agreement and Field Guidelines, No provision hereof shall be construed to make Subcontractor Stock's agent. All person employed by Subcontractor, or Subcontractor's sub-contractors to perform services in connection with this Agreement shall be under the oxclusive control and direction of Subcontractor or Subcontractor's subcontractors, it being the intention of the parties that Subcontractor and its subcontractors shall be and remain an independent contractor. Stock shall not exert actual control, nor possess the right to control, the actions of the employees of Subcontractor or Subcontractor's subcontractors in performing duties under this Agreement.

Subcontractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Subcontractor or any one for whom Subcontractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Stock or Stock's separate contractors, Subcontractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Subcontractor.

Subcontractor shall not load nor permit any part of any structure or property to be loaded in any manner that will endanger that structure or property, nor shall Subcontractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

9. <u>LICENSES and PERMITS</u>: Subcontractor shall, at Subcontractor's sole expense, hold and maintain all required licenses, obtain all required permits and shall comply with all laws and ordinances and the rules, regulations, and orders of all public authorities relating to the performance of the Work. In the event of termination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, permits; contracts, subcontracts, and purchase orders relating to the Work. Subcontractor agrees that Stock is not responsible for providing any tools or benefits for the Subcontractor or its employees, agents, or subcontractors.

amended (OSHA) has established regulations entitled OSHA Hazard Communication Standard. A coording to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets (MSDS) giving information on proper handling and precautionary measures in using the materials. Many substances commonly used in residential construction fit the description of hazardous materials established by OSHA. Subcontractor shall comply with all OSHA regulations pertaining to the work and any materials used in the work. Subcontractor shall have so le and exclusive responsibility for training its employees, subcontractors and suppliers in the proper handling of hazardous materials and any precautionary measures required. Subcontractor shall supply all protective clothing and devices necessary to protect its employees, subcontractors and suppliers from hazardous materials while on the site. Subcontractor shall obtain all MSDS's pertaining to any hazardous material used or created in the process of performing the work, and shall distribute copies of such MSDS's to Company and to all other contractors, subcontractors, and suppliers performing work to the site. Subcontractor shall also obtain from all other contractors, subcontractors and suppliers, and shall retain copies of such MSDS's for all hazardous materials used or created by such contractors, subcontractors or suppliers, and shall retain copies of such MSDS's and provide them to Subcontractors employees, subcontractors and suppliers as required by the OSHA regulations. In other words, Subcontractor must, exchange MSDS's with all other contractors, subcontractors and suppliers, and implement a training program for its employees.

Subcontractor acknowledges and understands that the Project may be subject to the requirements of the National Pollutant Discharge Elimination System, as annoted (NPDES) and Clean Water Act, as amended (CWA). Subcontractor is fully aware of the NPDES and CWA and shall not in any way interfere, damage or in any way negatively impact the structures and for procedures in place or to be implemented at the Project pertaining to NPDES and CWA. Subcontractor shall be responsible for any loss, damage, fine and penalty incurred by Stock or its affiliates due to acts of negligence by the Subcontractor and such costs and expenses shall be deducted from any amounts due or to become due to the Subcontractor. Further, Subcontractor shall indemnify Stock for any and all costs, fines, penaltics and expenses incurred by Stock as a result of violations of NPDES and CWA caused by Subcontractor.

- 11. EMERGENCIES: In the event of an emergency affecting the safety or protection of persons or the Work or property at the job site or adjacent thereto, Subcontractor, without special instruction or nuthorization from Stock is obligated to act to prevent threatened damage, in injury or loss. Subcontractor shall give Stock written notice within twenty-four (24) hours after the occurrence of the emergency, if Subcontractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Stock determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Subcontractor fails to provide the twenty-four (24) hour written notice noted above, the Subcontractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment Pricing or an extension to the term of this Agreement.
- 12. ASSUMPTION OF LIABILITY: Subcontractor agrees to, and hereby does, assume full responsibility for any and all acts, negligence or omissions of Subcontractor's employees, laborers, agents, materialmen, and subcontractors and any and all employees and agents of the aforementioned, and any and all other persons doing work under an oral or written order or contract with Subcontractor.
- 13. INDEMNIFICATION, HOLD HARMLESS & DEFENSE: The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, at Subcontractor's sole expense, Subcontractor shall indemnify, defend and hold harmless both Slock and the Owner (if different from Stock) and their affiliated companies, parents, subsidiaries, partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, ageots, successors, and assigns (collectively referred to as "Indemnified Party/ies") of, from, and against any and all claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, including but oot limited to demands, suits, liabilities, causes of action, damages, claims for bodily injury, death or damage to property, judgments, contractual liabilities, including costs and expenses associated thereto which include but is not limited investigative and repair costs, oltomeys' fees and costs, consultants' fees and costs, and other expenses, any of which arise out of, relate to, result from, are occasioned by, confidence with and/or are in any way caused, in whole or in part, by the acts of, omissions, failures and/or performance by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, as to any of the following (collectively referred to as "Claims");
 - (a) Work as required by the Contract Documents and under this Agreement;
 - (b) construction or others services as required by the Contract Documents and under this Agreement;
 - (c) materials furnished as required by the Contract Documents and under this Agreement;
 - (d)violations or alleged violations of Occupational Safety and Health Act of 1970, as amended, or to regulations promulgated the reunder, and/or to violations or alleged violations similar state laws and regulations;

(c)injuries of/to and/or destruction of tangible property, including the loss of use or economic loss resulting therefrom;

(f)defectively performed and/or alleged defectively performed Work by Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable;

(g)breach of this Agreement; and/or

(h)acts or omissions which include negligent or willful misconduct of Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, whether active or passive.

In Whole or in Part: Subcontractor's obligation to indomnify, defend and hold harmless the Indomnified Parties, shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indomnity which would otherwise exist to any party or person described in this Paragraph 13.

Subcontractor's obligation to indemnify, defend and hold harmless the Iodemnified Parties is applicable whether any Claims are caused in part by any of the Iodemnified Parties, whether active or passive.

Subcontractor's obligation to Indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by the concurrent act(s), omission(s) by and/or negligence of any of the Indemnified Parties, whether active or passive, provided however, said Indemnified Party shall not be indemnified for its own sole negligence or willful misconduct.

Limitations on Obligations & Florida Statutes, Section 725.06: With regard to any and all Claims, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Exhibit "A", or benefits payable by/for Subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits nets. Notwithstanding the foregoing, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall be limited to the greater of:

(a)A maximum of \$5,000,000.00; or

(b)the amount of this Agreement sum; or

(c) the maximum amount of insurance coverage limits available to the Subcootractor under any and all policies of insurance and applicable to any Claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder; and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Paragraph 13 is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and effect.

Duty to Defend: Subcontractor's duty to defend under this Paragraph 13 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Stock and/or any Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any person or entity with written notice of such Claim being provided to Subcontractor.

Survival Provision: Subcontractor's obligation to indemnify, defend and hold harmless will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Indemnified Party/les for any and all matters indemnified is fully and finally barred by the applicable statute of limitations.

Waiver of Subrogation: Subcontractor waives any rights of subrogation against Stock and shall require any of Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose nets any of them may be liable to waive their subrogation rights against Stock.

Secure Performance: At its sole discretion, Stock may withhold, from time to time, from any monies otherwise due Subcontractor hereunder or under any other contract or agreements, a sum of money, which, in the sole judgment of Slock, shall be sufficient to secure the performance of Subcontractor's obligations under this Paragraph 13.

Notice: Stock shall provide written notice of any Claims within sixty (60) days after Stock becomes reasonably aware that Subcontractor may be liable for any such Claims.

14. SUBCONTRACTOR WARRANTIES: Subcontractor represents and warrants to Stock that all equipment and materials provided by Subcontractor and incorporated in the Work will be new, unless otherwise specified in the Plans and Specifications, and together with the Subcontractor's Work shall be of good quality, free of defects and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment, materials and Work not so in conformity shall be defective. Subcontractor specifically agrees that it is responsible for the protection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said final completion. Inspection by Slock shall not relieve Subcontractor of its obligations herein. SUBCONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY

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SUBCONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS TITLE OF THE SUBJECT OF THE WORK, (HOUSE OR CONDOMINIUM UNIT) TO A PURCHASER OF THE HOUSE OR CONDOMINIUM UNIT, AND CONTINUING FROM SUCH DATE UNTIL THE LAST OF THE FOLLOWING TO OCCUR: (1) ONE YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTEN WARRANTY GIVEN BY STOCK TO SUCH PURCHASER OR (3) THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATUTORY WARRANTIES OF SUCH PURCHASER, OR SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY, IF ANY. SUBCONTRACTOR AGREES TO MAKE, AT SUBCONTRACTOR'S SOLE EXPENSE, ALL REPAIRS AND CORRECT SUCH DEFECTS IN ORDER TO MEET ANY OF SUBCONTRACTOR'S WARRANTY OBLIGATIONS WITHIN EIGHT (8) HOURS OF NOTICE (ORAL OR WRITTEN) OF SUCH DEFECT IN AN EMERGENCY (DETERMINED BY STOCK IN ITS SOLE DISCRETION) AND WITHIN FORTY-EIGHT (48) HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition, Subcontractor shall transfer any and all applicable manufacturer's warranties, together with all service and operating manuals for materials furnished by it under this Agreement, to Stock when the Work is completed or this Agreement is terminated, whichever Occurs first. The warranty contained in this paragraph 14 is in addition to any other special warrantles required by contract or law, and such warranty does not negate or abridge Stock's right to assert claims for latent or patent defects in accordance with applicable law.

The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty or guarantee periods established in the Contract Documents without cost to the Owner or the Contractor. If no guarantee of warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall guarantee or warranty the Subcontractor Work for the period of one (1) year from the date(s) of conveyance to the end user.

The Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Subcontractor's Work prior to final payment.

All guarantees and warranties must be submitted to the Contractor in a form acceptable to the Contractor prior to and as a condition for final payment.

Subcontractor expressly agrees that all warranties made by it in this Agreement shall survive the termination or expiration of this Agreement for any reason prior to the expiration of the full warranty period.

- 15. RUBBISH and DEBRIS: Subcontractor agrees to keep the job site and adjoining property free of waste material and rubbish caused by its Work or that of its subcontractors and to remove all waste materials and rubbish on completion or termination of its Work logether with all tools, equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subcontractor shall conduct general clean-up operations, including, but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walls, where applicable. Any personal property left by Subcontractor on or around job site for thirty (30) days following completion of the Work, excluding any Work performed pursuant to warranty service obligations, will become the property of Stock.
- 16. ASSIGNMENT: Subcontractor shall not assign this Agreement or any payments due or to become due hereunder without the prior written consent of Stock, which consect may be withheld in the sole discretion of Stock. Payments to Subcontractor will be made in accordance with Stock's current published payment procedures, as the same may be amcoded from time to time. Payment to Subcontractor of all or any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or in any way waive or affect Stock's claims or rights against Subcontractor.
- 17. CHANGES: Stock reserves the right to make changes in the Work in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performance. All changes will be authorized by a new written Work Notification Form which will include conforming changes in any Bid/Proposal, payment sebedule and/or time for performance.
- 18. INSURANCE REQUIREMENTS: Subcootractor shall procure and maintain insurance policies in the form and amounts as set forth on Exhibit "A", attached hereto and incorporated herein by reference. All coverage shall be placed with an insurance carriers duty admitted in the State of Florida and shall be reasonably acceptable to Stock. All insurance carriers must maintain an A.M. Best rating of "A-VIII" or better. Certified copies of all insurance policies must be made available and provided to Stock within ten (10) days of Stock's request. The word "Claims" used in this Paragraph 18 has been defined in Paragraph 13 above.

Endorsements in Insurance Policies: In addition to Exhibit "A"; the Subcontractor shall carry and maintain commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing coverage equal to or greater than said form). All policies of liability insurance shall contain an Additional Insured Endorsement on ISO form CG 20 10 11 85 for a substitute form providing coverage equal to the contain an Additional Insured Endorsement on ISO form CG 20 10 11 85 for a substitute form providing coverage equal to the contain an Additional Insured Endorsement on ISO form CG 20 10 11 85 for a substitute form providing coverage equal to the contain an Additional Insured Endorsement on ISO form CG 20 10 11 85 for a substitute form providing coverage equal to the contain an Additional Insured Endorsement on ISO form CG 20 10 11 85 for a substitute form providing coverage equal to the contain and Additional Insured Endorsement on ISO form CG 20 10 11 85 for a substitute form providing coverage equal to the contain and Additional Insured Endorsement on ISO form CG 20 10 11 85 for a substitute form providing coverage equal to the contain and Additional Insured Endorsement on ISO form CG 20 10 11 85 for a substitute form providing coverage equal to the contain and th

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or greater than said form which would at a minimum additional insured status with respect arising out of Subcontractor's Work pursuant to the Confract Documents and which provides coverage both during the products completed operations hazard period.) Such insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal and advertising injury, bodily injury, property damage, and liability assumed under an insured contract (including the north liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability, excess or umbrella coverage forms which contains any of the following:

- (a) Limitations or Modification of Contractual Liability Language;
- (b) Limitations or exclusions for Damage to Work Performed by Sub. Contractors;
- (c) Limitalions or Exclusions for Residential Work
- (d) Limitations or Exclusions for Multi-Unit Divellings.
- (e) Limitations or Exclusions related to explosion, collapse, underground property damage;
- (f) Pollution Exclusions; or
- (g) work performed by subcontractors.

Additional Insured: Stock shall be named as an additional insured, loss payee and certificate holder on each of the policies as outlined in Exhibit "A". Coverage under all policies shall be afforded to the additional insureds whether or not any Claims are actually in liftigation.

Stock shall remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project that is the subject of this Agreement and the Contract Documents regardless of the date when the Subcontractor's subcontractors, laborers, materialmen, agents, employees, and/or anyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, and/or regardless of the dates any certificates of occupancy are issued. Subcontractor's obligation to have Stock remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project will survive the expiration or earlier termination of this Agreement until any and all Claims are fully and finally barred by the greater of any and all applicable statute of limitation or statute of repose.

Priority of Insurance Coverage: It is the intent of the parties that all available and applicable insurance coverage of the Subcontractor, whether primary or excess or umbrella policies, be primary coverage for any and all Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, regardless of who makes said Claims. Further, the parties intend that Stock's Insurance policies be excess over any and all available and applicable insurance policies of Subcontractor for the purposes of indemnity and defense of Stock.

Certificates of Insurance: Prior to commencing any Work under this Agreement, Subcontractor shall submit to Stock copies of policies or Certificate of Insurance that confirm appropriate insurance coverage.

Each Certificate of Insurance shall provide that the insurer must give Stock at least ninety (90) days prior written notice of non-renewal or material change in coverage and termination of the coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply Stock with a new and replacement Certificate of Insurance and additional insured endorsements as proof of renewal/replacement policies of insurance.

Subcontractor's Notice to Insurance Carriers and Agents: Prior to commencing any Work under this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" and all amendments to cach of its insurance agents and insurance carriers. Within ten (10) days after execution by the parties of any fulure amendments, modifications, additions, changes or addendums to this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A", as amended, to each of its insurance agents and insurance carriers.

Subcontractor's Subcontractors: Subcontractor acknowledges it shall not subcontract any part of this Agreement without supplying Stock proof that all Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, obtains and maintains appropriate insurance coverage as detailed in Exhibit "A". It shall be Subcontractor's sole responsibility to ensure that Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, fully complies with this Paragraph 18 and Exhibit "A", and future amendments thereto.

Additionally, and prior to commeocement of the Work, the Subcontractor shall provide Stock with a Certificate of Insurance showing insurance coverage, in compliance with Exhibit "A" each and every Subcontractor's subcontractors, laborers, materialmen, agents, and/or employees, and anyone for whose acts any of them may be liable. Coverage shall be no less than the limits as described in Exhibit "A". In the event any of these policies are terminated, for any reason, the Subcontractor shall provide Stock copies of Certificates of Insurance showing replacement coverage in compliance with Exhibit "A".

Waiver of Subrogation from Insurers: Subcontractor shall obtain from each of its insurers, a waiver of subrogation as to each of its insurance policies, in favor of Stock with respect to any Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents.

Breach: Failure of Subcontractor to maintain complete and appropriate insurance is a material breach. In this event, in addition to the all other remedy provisions in this Agreement, Stock can elect to terminate this Agreement or to provide insurance at Subcontractor's sole expense; in neither case, bowever, shall Subcontractor's liability be lessened.

- 19. COMPLETION: Immediately upon the performance of any part of the Work, as between Subcontractor and Stock, title thereto shall vest in Stock to the extent permitted by law; provided, however, the vesting of such title shall not impose any obligations on Stock or relieve Subcontractor of any of its obligations hereunder. Upon completion of the Work described in any Work Notification Form, Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is not in breach of this Agreement, and provided that Subcontractor is otherwise entitled to payment under this Agreement, upon notification to Stock, Stock shall pay Subcontractor for the Work described in the Work Notification Form in accordance with the Work Notification Form and the BidProposal within sixty (60) days following Stock's receipt of a request for payment from Subcontractor. Subcontractor hereby agrees that if Subcontractor fails to request from Stock any sum, including, but not limited to, wages or contract sums due under this Agreement or any Work Notification Form, within alnety (90) days from the date they became due, said sums to Subcootractor and Subcontractor shall bave no claim thereto.
- 20. WAIVER: TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.
- 21. TAXES/CHARGES: Subcontractor shall pay all taxes, contributions and/or premiums payable on its employees or on its operations under workers' compensation laws, unemployment compensation laws; the Federal; Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes, contributions and/or premiums which are payable by the employees and the Subcontractor shall indemnify, defend and hold Stock harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with these requirements. Subcontractor shall comply with all rules and regulations at any time applicable hereto and shall, on demand, substantiate to Stock's reasonable satisfaction that all taxes and charges are being properly paid SUBCONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL EMPLOYEES OF SUBCONTRACTOR.
- 22. DEFECTIVE WORK: Should Stock notify Subcontractor (orally or in writing) that any part of the Work is incorrect and does not conform to the terms of the Contract Documents, Subcontractor shall immediately being to correct such defective work and shall complete such corrected work within forty-eight (48) hours unless Slock shall agree to a longer period. If Subcontractor refuses to perform any corrective work, Subcontractor shall waive the above described forty-eight (48) hour period and such refusal or failure to perform the corrective work shall be deemed a default by Subcontractor hereunder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the disturbance of work completed by other contractors.
- 23. BREACH: SUBCONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT IF:
 - (a) Subcontractor's Work is defective and not remedied as provided herein; or
 - (b) Subcontractor does not make prompt and proper payments to its employees, agents and/or subcontractors; or
 - (c) Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to it; or
 - (d) Another contractor is damaged by an act for which Subcontractor is responsible; or

Stock Initials
Subcontractor Initials

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- (e) Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hour period; or;
- (f) Subcontractor fails to perform warranty service under this Agreement or any other prior or contemporaneous Subcontractor Agreement with Stock; or
- (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's (or Subcontractor's subcontractors or agents) violation of any law, ordinance, regulation, administrative ruling and/or court order; or
- (h) Subcontractor becomes insolvent or any petition for bankruptcy is filed with respect to Subcontractor; or
- (i) Subcontractor fails or neglects to prosecute the Work diligently and promptly, whether due to inadequate or incompetent supervision, insufficient skilled workers, lack of material or equipment, improper quantity or quality, or for any other reason not described herein;
- (j) Subcontractor fails to comply with any terms of this Agreement or any Work Notification Form issued under this Agreement.
- 24. <u>REMEDIES</u>: IF SUBCONTRACTOR IS IN BREACH OF THIS AGREEMENT, IN ADDITION TO ANY AND ALL OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW, STOCK, IN ITS SOLE DISCRETION, MAY DO ANY OR ALL OF THE FOLLOWING:
 - (A) IMMEDIATELY TERMINATE THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR WRITTEN AGREEMENT WITH SUBCONTRACTOR OR OTHER SUBCONTRACTOR BASE AGREEMENT BETWEEN SUBCONTRACTOR AND STOCK AND DISMISS SUBCONTRACTOR FROM THE JOB SITE BY PROVIDING SUBCONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION:
 - (B) ENGAGE OR EMPLOY OTHER CONTRACTORS TO REMEDY SUBCONTRACTOR'S DEFECTIVE WORK, TO COMPLETE ANY PORTION OF THE WORK NOT COMPLETED BY SUBCONTRACTOR, PERFORM SUBCONTRACTOR'S WARRANTY SERVICE OBLIGATIONS OR OTHERWISE CURE SUBCONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND EXPENSE;
 - (C) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE HUNDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUE OR BECOME DUE TO SUBCONTRACTOR, WHETHER UNDER THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAGEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B) ABOVE OR OTHERWISE RELATING TO SUBCONTRACTOR'S BREACH, INCLUDING, BUT NOT LIMITED TO, STOCK'S OVERHEAD AND PROFIT; AND/OR
 - (D) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE (!) YEAR AN AMOUNT, WHICH AMOUNT SHALL NOT EXCEED FIVE PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORK, TO INSURE SUBCONTRACTOR'S PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS, STOCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS.
- 25. TERMINATION: This Agreement may also be terminated and Subcontractor dismissed from the job site by Stock at any time in its sole discretion, with or without cause, by providing Subcontractor with notice (written or oral, in the sole determination of Stock) of such termination, and such termination shall be effective as of the time and date stated in such notice. In the event of termination of the Agreement pursuant to this paragraph 25 without cause, Stock shall pay Subcontractor within sixty (60) days after the effective date of such termination, all sums due and owing Subcontractor for all labor incurred and all materials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor acknowledges and agrees that if Subcontractor is terminated pursuant to this paragraph 25 with cause, Subcontractor shall have no claim against Stock for any additional sums, including, without limitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or sums whatsoever. The termination payment described herein, if applicable, is Subcontractor's sole remedy and in no event shall Subcontractor have any claim for consequential damages. Further, in the event of termination, Subcontractor will turn over all equipment and materials ordered, purchased for and delivered to the Project, and Stock will pay the Subcontractor any amounts due based on the percentage of completion of Subcontractor's Work that is incompliance with this Agreement and the Pricing, actually accomplished and equipment and materials supplied to the Project; excluding any payment for unearned profit and overhead. Subcontractor will facilitate transfer of Work to Stock by assigning its rights under subcontracts and purchase orders.

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- 26. ENTIRE AGREEMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are an other agreements, oral or written, by and between the parties bereto, except as to Subcontractor's warranties under any prior or contemporaneous Subcontractor Agreements with Stock, which warranties are incorporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subcontractor is that of an independent contractor.
- 27. <u>HEADINGS</u>: The paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
- 28: NOTICES: Unless otherwise set forth herein, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be (a) delivered by hand, (b) send by Federal Express, Express Mail or other overnight courier service, sent to the address on the first page bereof or such other address for notice as the parties shall last have furnished in writing to the person giving the notice or (c) sent by facsimile transmission with a copy delivered pursuant to (a) or (b) above. Any such notice or demand shall be deemed to baye been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by facsimile transmission as of the date and time of transmission, and (iii) if sent by Federal Express, Express Mail or other reputable overnight courier service, upon the earlier of the dale of receipt or one (1) business day after posting thereof. If a notice is mailed in the manner provided above, it is duly given, whether or not the addressee received it.
- 29. INVALIDITY: If any provision of this Agreement is beld to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision bad never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the Illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. DISPUTE: If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by Stock pursuant to the self-help remedies of paragraph 24, and the parties cannot resolve the matter between themselves within sixty (60) days after Stock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute by mediation under the Coostruction Industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should a dispute arise between Stock and a buyer of a residence regarding materials supplied or work performed by Subcontractor, Subcontractor agrees to participate in, and be bound by, arbitration proceedings between Stock and the buyer.
- 31. JURISDICTION and PRESUMPTION: This Agreement shall be governed by and construed under the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county is which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, or being agreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.
- 32. WAIVER: Except as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto. No waiver by either party of any failure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. COUNTERPARTS and FACSIMILE/PDF SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Signatures given via facsimile or scan PDF transmission and shall be deemed given as of the date and time of transmission to the other party and shall be deemed original.
- 34. <u>PERSONS BOUND</u>: The provisions of this Agreement shall inure to the benefit of, and shall bind, the helrs, executers, administrators, successors and assigns of the respective parties. No person shall be deemed to be a third party beneficiary of this Agreement or any portion thereof. Subcontractor may not assign this Agreement without Stock's prior written consent, which consent Stock may withhold in its sole

and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor five (5) days written notice thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STOCK:

STOCK CONSTRUCTION, LLC, a Florida limited liability copposy

Ву: ____

Title:

SUBCONTRACTOR:

NCR/West Coast Insula

rint Name. JOSON Perki

Title: / Branch Manager

Exhibit 15



Subcontractor Base Agreement

NAME OF SUBCONTRACTOR: JED Heating and Air-Conditioning, Incompanies of Principal Officers, Partnership Proprietorship Limited Liability Company NAME(S) OF PRINCIPAL OFFICERS, PARTNERS OF OWNERS: Jim or Diane Parker SUBCONTRACTOR'S EIN OR SOCIAL SECURITY, NO: BUSINESS ADDRESS: 563/ Halifax Augure FORT Myers - 19-33912 PHONE 239-415-4271 FAX 239-415-4276 EMAIL
THIS AGREEMENT ("Agreement") made and entered into this 3/ day of January , 20 //, by and between Stock Construction, LLC, a Florida limited liability company, its successors and/or assigns ("Stock") and
("Subcontractor")
1. As used herein the following terms shall have the meanings specified unless the context otherwise requires. (a) "Bid/Proposal" shall have the meaning specified in Paragraph 4.
(b) "Contract Documents" shall mean this Agreement, together with any and all Subcontractor Safety & Health Standards (Field
by Subcontractor,
(c) "FHA" shall mean the Federal Housing Administration.
(d) "Plans and Specifications" shall mean approved foundation plans, frame plans, floor plans, elevation plans, blueprints, construction sheet details, and other specifications, including FHA manuals.
(e) "Project" shall mean the following:
(I) "Stock" shall have the meaning specified in the hegipining paragraph of this Associated
(g) Subcontractor shall have the meaning specified in the beginning parameter of this A
(h) "VA" shall mean the U.S. Department of Veterans A Gairs
(i) "Work" shall include, without limitation, any and all of the work specified in Paragraph 3 below, and any and all change order work, extra work, work included on all Work Notification Forms, unbudgeted work, and other work directed by Stock to be performed by Subcontractor; including but not limited to the management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike
(j) "Work Notification Form" shall mean a written order issued by Stock to Subcontractor specifying certain Work to be performed; the term Work Notification Form shall include forms designated "Purchase Order", "Job Start Order", "Field Purchase Order", and other similar designations and containing certain information about commencing such Work and the payment for such Work.
2. NON-EXCLUSIVITY: The purpose of this Agreement is to fix the obligations of Stock and Subcontractor as to the performance by Subcontractor of certain described Work. Subcontractor acknowledges that this Agreement is nonexclusive and that Stock is free to contract with any other person or entity for the performance of work which is the same or similar to that described in this Agreement. Subcontractor is also free to enter into third party contracts with any other subcontractor, laborer and/or materialmen for the provision of the Work to be provided hereunder. Subcontractor will ensure that such other work performed by third party subcontractors, laborers and materialmen does not interfere with Subcontractor's performance under the Contract Documents and all such other contracts shall not be deemed a direct contract between Stock and such third party subcontractors laborers, or materialmen. This Agreement shall not be construed as obligating Stock to accept bids or issue Work Notification Forms to Subcontractor.

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31 SCOPE OF WORK: The Work to be performed by Subcontractor shall be more specifically described in subseque Notification Forms but is generally described as:					
					_
Cost Code No:			<u> </u>		_

As set forth above, in conjunction with this Agreement, Stock may issue Work Notification Forms from time to time, cavering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no authority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any Work at a specific job location. In the event Subcontractor's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Stock, only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and/or this Agreement and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Stock and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided in the Plans and Specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, damage and expense incurred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

4! PRICING and PAYMENTS: Subcontractor has submitted to Stock a Bid/Proposal pursuant to Stock's "invitation to bid" for Work, receipt of which is acknowledged thereon by Stock, which Bid/Proposal is incorporated herein by reference. The Bid/Proposal may be modified by Subcontractor only by a subsequent written and dated amendment, as approved by and receipt of which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and absolute discretion. Upon acceptance and approval by Stock, such amended Bid/Proposal shall be attached hereto and incorporated herein by reference. The Bid/Proposal in effect at the time of the issuance or any Work Notification Form shall be applicable to all Work to be performed thereunder, without variation, unless otherwise approved in writing by Stock. Subcontractor acknowledges that its compensation is a fixed contractual rate, subject to modification under the next clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor agrees that payment shall be made to the entity named in the beginning paragraph of this Agreement, and not to any individual person which provides Work pursuant to this Agreement.

Notwithstanding anything in this Agreement to the contrary, Subcontractor's right to any payment under this Agreement is expressly confingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Form has been completed satisfactorily; (2) If requested by Stock, the Subcontractor delivering to Stock a full and complete release of all liens and claims of Subcontractor and any and all of its subcontractors and suppliers of materials, labor, equipment, work, tools, services and other items furnished in connection with the Work, and (3) If requested by Stock, the Subcontractor delivering to Stock an affidavit (in a form satisfactory to Stock) that provides that so far as Subcontractor is able to ascertain, no person or entity other than the persons or entities furnishing such waivers and releases, has a right to any such lien or claim for materials, labor, equipment, work, tools, services or other items furnished in connection with the Work.

Notwithstanding anything in this Agreement to the contrary, If requested by Stock, Subcontractor's failure to supply these lien walvers and releases will negate any request for payment until such time as the lien waivers and releases are provided. If any lien or claim remains outstanding after all payments are made, Subcontractor shall refund to Stock all monies that Stock may be compelled to pay in discharging or resolving such lien or claim, including, without limitation, attorney's fees and costs. If Subcontractor fails to make any such refund within fifteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in breach of this Agreement, and Stock may, in addition to any other right and remedy, withhold from any sums due or to become due Subcontractor under this or any other Agreement such amount as may be required, in Stock's sole discretion, to discharge or resolve any such lien or claim, and to reimburse Stock for the applicable fees and costs incurred by Stock. Subcontractor shall defend, indemnify and hold harmless Stock and Stock's purchaser from the operation and effect of any lien or encumbrance arising out of the performance of Subcontractor's work, and shall turn over the property subject to the Work, including any improvements thereon, to Stock free and clear of all such liens and encumbrances. If any such lich or encumbrance is claimed by any person or entity performing any portion or Subcontractor's work, Subcontractor shall, immediately upon verbal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the lien or encumbrance from the real property to the bond. If Subcontractor continues to receive payments from Stock, Subcontractor will hold these payments and the rights to future payments from Stock in trust for the benefit of, and to be first applied to payment of those subcontractors, laborers, equipment suppliers and material suppliers who have performed any portion of Subcontractor's work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurred in

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the performance of Subcontractor's work are not being promptly paid. Slock may, upon giving written notice to Subcontractor, take any steps deemed necessary to ensure that any payments from Stock to Subcontractor shall be utilized to pay such obligations. Upon such written notice. Stock may require Subcontractor to supply satisfactory evidence that Subcontractor's obligations have been paid or to post a payment and performance bond for the protection of Stock, its purchaser, and those to whom Subcontractor has an obligation for payment. The failure of Subcontractor to provide either of these means of security shall entitle Stock to retain out of any payment due or become due to Subcontractor a reasonable amount to protect Stock from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by Subcontractor.

Acceptance of Work and payment therefore by Stock under this paragraph shall not be construed as a waiver by Stock for Work later found defective and shall not release the Subcontractor from liability under any warranty for defective Work or for any obligation to perform warranty service Work.

5. SUBCONTRACTOR REVIEW and INSPECTION: Subcontractor expressly agrees to read and familiarize itself completely with all Contract Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form, to independently verify all information furnished by Stock or contained in the Plans and Specifications and to inspect the job site before starting any Work under a Work Notification Form. Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any laws, ordinances, rules, regulations or orders of any public authorities observed or known to Subcontractor in the Work, Plans and Specifications or at the job site. All Plans and Specifications furnished to Subcontractor by Stock are the property of Stock and shall not be duplicated or used for any purpose other than the performance of the Work and must be returned to Stock at the completion of Subcontractor's Work. Subcontractor shall be solely responsible for all construction under this Agreement and any Work Notification Form, including the techniques, sequences, procedures and means, and for coordination of all Work.

Subcontractor has made an Independent investigation of the site, and the soil conditions and has satisfied itself as to all of these conditions such that the Bid/Proposal include payments for all Work which may be performed by Subcontractor to overcome any unanticipated, underground, or concealed conditions. Subcontractor waives any and all rights and claims for any changes to the Work Notification Form amount for any items or claims which Subcontractor could have become aware of prior to accepting the Work Notification Form and/or commencing Work thereunder had its examinations of the Project been conducted in a reasonable manner.

Subcontractor shall be responsible for inspecting any work of another contractor that may affect its own Work and shall report in writing to Stock any defects in such work upon discovery of the defect prior to commencing any portion of the Work, or it shall be decreed to have accepted such work as correct and fit to be accommodated into its own. If Subcontractor shall be delayed in the commencement, prosecution, or completion of the Work or shall be obstructed or hindered in the orderly progress of the Work by an act, failure to act, omission, neglect or default of Stock, any architect, another contractor or subcontractor, or any of their respective agents or employees, or by any cause beyond the control of Subcontractor, then the time fixed for completion of the Work may be extended in the sole discretion of Stock and only if Subcontractor notifies Stock in writing within forty-eight (48) hours of the discovery of the cause of such delay.

Subcontractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to, the aforesaid causes, and agrees that Subcontractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.

6. PROSECUTION OF WORK: Subcontractor shall cooperate with all other contractors engaged by Stock to the effect that their work shall not be Impeded and shall give such other contractors access to the job site necessary to perform their contracts. Subcontractor shall perform the Work in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other times as Stock may direct so as to promote the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor, Subcontractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to Stock. Any materials that are to be furnished by Subcontractor hereunder shall be furnished in sufficient time to enable Subcontractor to perform and complete its Work with the time or times provided for herein or in any Work Notificiation Form. If, in the opinion of Stock, in its sole discretion, Subcontractor falls behind in furnishing the necessary labor and/or materials to meet the schedule established by Stock, then Subcontractor shall take such steps and actions as are deemed necessary by Stock to improve the rate of progress, including, but not limited to, increasing the labor force, number of shifts and/or work such overtime as may be required, at its own expense, to bring its part of the Work up to the schedule established by Stock. Subcontractor agrees to reimburse or pay Stock, or Stock may withhold payment otherwise due under this Agreement, for any and all damages that Stock may sustain as a result of such delays by Subcontractor. Time is of the essence in this Agreement.

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Subcontractor shall perform all labor in a thorough and workmantike manner, according to the highest standards of the trade.
Subcontractor warrants that all labor done and any materials furnished by Subcontractor will meet or exceed FHA minimum property standards. VA requirements, any applicable building code requirements and all Stock requirements. Should a dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished hereunder, which concerns the parties hereto only, or which concerns Subcontractor and any other contractor(s), subcontractor(s), the dispute shall be decided by Stock, whose decision thereon shall be final and conclusive. In any event, and in spite of any dispute, claim, or controversy arising out of this Agreement, Subcontractor shall proceed diligently with the Work, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy.

- 7: MATERIALS and EQUIPMENT: Subcontractor shall secure and maintain malerial ordered by Subcontractor until completion of the Work and satisfaction acceptance by Stock. Subcontractor shall be responsible for the receipt, delivery, unloading, hoisting storage, warehousing, protection, insurance and all other risks of loss relating to any materials or equipment Subcontractor is to furnish, install, provide, or have provided to it under this Agreement. Subcontractor shall keep adequate supply of materials on hand at all times, as required to meet production schedules. Subcontractor shall be responsible for the security of all materials on the jobsite. Further, if the Work requires the installation of materials furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided, and to thereupon handle, store, and install the items with such skill and care to ensure a satisfactory and proper installation. Loss or damage to the materials due to acts of negligence by the Subcontractor shall be deducted from any amounts due at to become due to the Subcontractor.
- 8. SUBCONTRACTOR REPRESENTATIONS: Subcontractor represents and warrants that it is fully qualified in all respects to perform the Work and shall at all times maintain strict discipline among its employees. Subcontractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Subcontractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Subcontractor agrees not to employ any person unfit or without sufficient skill to perform the job for which Subcontractor was retained for the Project. Subcontractor agrees that Stock shall not provide training of any kind. Accordingly, it is the sole responsibility and expense of Subcontractor to provide training for the Subcontractor or its employees, agents, or subcontractors.

Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Subcontractor shall comply with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract Documents.

Subcontractor shall at all times remain an Independent contractor, solely responsible for the Work, methods, techniques, procedures and supervision and coordinating all portions of the Work to be performed under this Agreement and Field Guidelines. No provision hereof shall be construed to make Subcontractor Stock's agent. All person employed by Subcontractor, or Subcontractor's sub-contractor's to perform scrylees in connection with this Agreement shall be under the exclusive control and direction of Subcontractor or Subcontractor's subcontractors, it being the intention of the parties that Subcontractor and its subcontractors shall be and remain an independent contractor. Stock shall not exert actual control, nor possess the right to control, the actions of the employees of Subcontractor or Subcontractor's subcontractors in performing duties under this Agreement.

Subcontractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Subcontractor or any one for whom Subcontractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Stock or Stock's separate contractors, Subcontractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Subcontractor.

Subcontractor shall not load not permit any part of any structure or property to be loaded in any manner that will endanger that structure or property, not shall Subcontractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

9. <u>LICENSES and PERMITS</u>: Subcontractor shall, at Subcontractor's sole expense, hold and maintain all required licenses, obtain all required permits and shall compty with all laws and ordinances and the rules, regulations, and orders of all public authorities relating to the performance of the Work. In the event of termination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, permits, contracts, subcontracts, and purchase orders relating to the Work. Subcontractor agrees that Stock is not responsible for providing any tools or benefits for the Subcontractor or its employees, agents, or subcontractors.

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10. REGULATORY COMPLIANCE and HAZARDOUS SUBSTANCES: The Occupational Safety and Health Act of 1970, as amended (OSHA) has established regulations entitled OSHA Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets (MSDS) giving information on proper handling and precautionary measures in using the materials. Many substances commonly used in residential construction fit the description of hazardous materials established by OSHA. Subcontractor shall comply with all OSHA regulations pertaining to the work and any materials used in the work. Subcontractor shall have sole and exclusive responsibility for training its employees, subcontractors and suppliers in the proper handling of hazardous materials and any precautionary measures required. Subcontractor shall supply all protective clothing and devices necessary to protect its employees, subcontractors and suppliers from hazardous materials while on the site. Subcontractor shall obtain all MSDS's pertaining to any hazardous material used or created in the process of performing the work, and shall distribute copies of such MSDS's to Company and to all other contractors, subcontractors, and suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors of suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors of suppliers, and shall retain copies of such MSDS's and provide them to Subcontractor's employees, subcontractors and suppliers as required by the OSHA regulations. In other words, Subcontractor must exchange MSDS's with all other contractors, subcontractors and suppliers, and implement a training program for its employees.

Subcontractor acknowledges and understands that the Project may be subject to the requirements of the National Pollutant Discharge Elimination System, as amended (NPDES) and Clean Water Act, as amended (CWA). Subcontractor is fully aware of the NPDES and CWA and shall not in any way interfere, damage or in any way negatively impact the sinuctures and for procedures in place or to be implemented at the Project pertaining to NPDES and CWA. Subcontractor shall be responsible for any loss, damage, fine and penalty incurred by Stock or its affiliates due to acts of negligence by the Subcontractor and such costs and expenses shall be deducted from any amounts due or to become due to the Subcontractor. Further, Subcontractor shall indemnify Stock for any and all costs, fines, penalties and expenses incurred by Stock as a result of violations of NPDES and CWA caused by Subcontractor.

- 11. EMERGENCIES: In the event of an emergency affecting the safety or protection of persons or the Work or property at the job site or adjacent thereto. Subcontractor, without special instruction or authorization from Stock is obligated to act to prevent threatened damage, injury or loss. Subcontractor shall give Stock written notice within twenty-four (24) hours after the occurrence of the emergency, if Subcontractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Stock determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Subcontractor fails to provide the twenty-four (24) hour written notice noted above, the Subcontractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment Pricing or an extension to the term of this Agreement.
- 12. ASSUMPTION OF LIABILITY: Subcontractor agrees to, and hereby does, assume full responsibility for any and all acts, negligence or omissions of Subcontractor's employees, laborers, agents, materialmen, and subcontractors and any and all employees and agents of the aforementioned, and any and all other persons doing work under an oral or written order or contract with Subcontractor.
- 13. INDEMNIFICATION, HOLD HARMLESS & DEFENSE: The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, at Subcontractor's sole expense. Subcontractor shall indemnify, defend and hold hormless both Stock and the Owner (If different from Stock) and their affiliated companies, parents, subsidiaries, partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns (collectively referred to as "Indemnified Partylies") of, from, and against any and all etaims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, including but not limited to demands, sults, liabilities, causes of action, damages, claims for bodily injury, death or damage to property, judgments, contractual liabilities, including costs and expenses associated thereto which include but is not limited investigative and repair costs, attorneys' fees and costs, consultants' fees and costs, and other expenses, any of which arise out of, relate to, result from, are occasioned by, contributed to by, connected with and/or are in any way caused, in whole or in part, by the acts of, omissions, failures and/or performance by Subcontractor and/or any of its subcontractors, laborers, moterialmen, agents, or employees, or anyone for whose acts any of them may be liable, as to any of the following (collectively referred to as "Claims"):
 - (a) Work as required by the Contract Documents and under this Agreement:
 - (b) construction or others services as required by the Contract Documents and under this Agreement:
 - (e) materials furnished as required by the Contract Documents and under this Agreement;
 - (d)violations or alleged violations of Occupational Safety and Health Act of 1970, as amended, or to regulations promulgated thereunder, and/or to violations or alleged violations similar state laws and regulations:

(e)injuries of/to and/or destruction of tangible property, including the loss of use or economic loss resulting therefrom:

(f)defectively performed and/or alleged defectively performed Work by Subcontractor and/or any of its subcontractors, laborers, malerialmen, agents, or employees, or anyone for whose acts any of them may be liable;

(g)breach of this Agreement; and/or

(h)acts or omissions which include negligent or willful misconduct of Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, whether active or passive.

In Whole or in Part: Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties, shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this Paragraph 13.

Subcontractor's obligation to Indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by any of the Indemnified Parties, whether active or passive.

Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties is applicable whether any Claims are caused in part by the concurrent act(s), omission(s) by and/or negligence of any of the Indemnified Parties, whether active or passive, provided however, sold indemnified Party shall not be indemnified for its own sole negligence or willful misconduct.

Limitations on Obligations & Florida Statutes, Section 725.06: With regard to any and all Claims, Subcontractor's obligation to indemnify, defend and hold harmless the indemnified Parties shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Exhibit "A", or benefits payable by/for Subcontractor or any subcontractor under workers, or workmen's compensation acts, disability octs or other employee benefits acts. Notwithstanding the foregoing, Subcontractor's obligation to indemnify, defend and hold harmless the Indemnified Parties shall be limited to the greater of:

(a) A maximum of \$5,000,000.00; or

(b) the amount of this Agreement sum; or

(c) the maximum amount of insurance coverage ilmits available to the Subcontractor under any and all policies of insurance and applicable to any Cloim(s).

The parties ogree and ocknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Paragraph 13 is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it still be ineffective and the remaining words, clauses and provisions shall remain in full force and effect.

Duty to Defend: Subcontractor's duty to defend under this Paragraph 13 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Stock and/or any Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any person or entity with written notice of such Claim being provided to Subconfractor.

Survival Provision: Subcontractor's obligation to indemnify, defend and hold harmless will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Indemnified Partylies for any and all matters indemnified is fully and finally barred by the applicable statute of limitations.

Waiver of Subrogation: Subcontractor waives any rights of subrogation against Stock and shall require any of Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable to waive their subrogation rights against Stock.

Secure Performance: At its soic discretion, Stock may withhold, from time to time, from any monies otherwise due Subcontractor hereunder or under ony other contract or agreements, a sum of money, which, in the sole judgment of Stock, shall be sufficient to secure the performance of Subcontractor's obligations under this Paragraph 13.

Notice: Stock shall provide written notice of any Claims within sixty (60) days after Stock becomes reasonably aware that Subcontractor may be liable for any such Claims.

14. SUBCONTRACTOR WARRANTIES: Subcontractor represents and warrants to Stock that all equipment and materials provided by Subcontractor and incorporated in the Work will be new, unless otherwise specified in the Plans and Specifications, and together with the Subcontractor's Work shall be of good quality, free of defects and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment, materials and Work not so in conformity shall be defective. Subcontractor specifically agrees that it is responsible for the protection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said final completion. Inspection by Stock shall not relieve Subcontractor of its obligations herein. SUBCONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY

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SUBCONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS TITLE OF THE SUBJECT OF THE WORK, (HOUSE OR CONDOMINIUM UNIT) TO A PURCHASER OF THE HOUSE OR CONDOMINIUM UNIT, AND CONTINUING FROM SUCH DATE UNTIL THE LAST OF THE FOLLOWING TO OCCUR: (1) ONE YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTEN WARRANTY GIVEN BY STOCK TO SUCH PURCHASER OR (3) THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATUTORY WARRANTIES OF SUCH PURCHASER, OR SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY, IF ANY, SUBCONTRACTOR AGREES TO MAKE, AT SUBCONTRACTOR'S SOLE EXPENSE, ALL REPAIRS AND CORRECT SUCH DEFECTS, IN ORDER TO MEET ANY OF SUBCONTRACTOR'S WARRANTY OBLIGATIONS WITHIN EIGHT (8) HOURS OF NOTICE (ORAL OR WRITTEN) OF SUCH DEFECT IN AN EMERGENCY (DETERMINED BY STOCK IN ITS SOLE DISCRETION) AND WITHIN FORTY-EIGHT (48) HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition, Subcontractor shall transfer any and all applicable manufacturer's warrantics, together with all service and operating manuals for materials furnished by it under this Agreement, to Stock when the Work is completed or this Agreement is terminated, whichever Occurs first. The warranty contained in this paragraph 14 is in addition to any other special warrantics required by contract or law, and such warranty does not negate or abridge Stock's right to assert claims for latent or patent defects in accordance with applicable law.

The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty or guarantee periods established in the Contract Documents without cost to the Owner or the Contractor. If no guarantee of warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall guarantee or warranty the Subcontractor Work for the period of one (1) year from the date(s) of conveyance to the end user.

The Subcontractor further agrees to execute any special guarantees or warrantles that shall be required for the Subcontractor's Work prior to final payment.

All guarantees and warranties must be submitted to the Contractor in a form acceptable to the Contractor prior to and as a condition for final payment.

Subcontractor expressly agrees that all warranties made by it in this Agreement shall survive the termination or expiration of this Agreement for any reason prior to the expiration of the full warranty period.

- Nork or that of its subcontractors and to remove all waste materials and rubbish on completion or termination of its Work together with all tools, equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subcontractor shall conduct general clean-up operations, including, but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walks, where applicable. Any personal property left by Subcontractor on or around job site for thirty (30) days following completion of the Work, excluding any Work performed pursuant to warranty service obligations, will become the property of Stock.
- 16. ASSIGNMENT: Subcontractor shall not assign this Agreement or any payments due or to become due hereunder without the prior written consent of Stock, which consent may be withheld in the sole discretion of Stock. Payments to Subcontractor will be made in accordance with Stock's current published payment procedures, as the same may be amended from time to time. Payment to Subcontractor of all or any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or in any way waive or affect Stock's claims or rights against Subcontractor.
- 17. CHANGES: Stock reserves the right to make changes in the Work in the nature of additions, detections, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performance. All changes will be authorized by a new written Work Notification Form which will include conforming changes in any Bld/Proposal, payment schedule and/or time for performance.
- 18. INSURANCE REQUIREMENTS: Subcontractor shall procure and maintain insurance policies in the form and amounts as set forth on Exhibit "A", attached hereto and Incorporated herein by reference. All coverage shall be placed with an insurance carriers duly admitted in the State of Florida and shall be reasonably acceptable to Stock. All insurance carriers must maintain an A.M. Best rating of "A-VIII" or better. Certified copies of all insurance policies must be made available and provided to Stock within ten (10) days of Stock's request. The word "Claims" used in this Paragraph 18 has been defined in Paragraph 13 above.

Endorsements in insurance Policies: In addition to Exhibit "A", the Subcontractor shall carry and maintain commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing coverage equal to or greater than said form). All policies of liability insurance shall contain an Additional insured Endorsement on ISO form CG 20 10 11:85 (or a substitute form providing coverage coverage coverage).

or greater than said form which would at a minimum additional insured status with respect arising out of Subcontractor's Work pursuant to the Contract Documents and which provides coverage both during the products completed operations hazard period.) Such insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal and advertising injury, bodily injury, property damage, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability, excess or umbrella coverage forms which contains any of the following:

- (a) Limitations or Modification of Contractual Liability Language;
- (b) Limitations or exclusions for Damage to Work Performed by Sub Contractors;
- (c) Limitations or Exclusions for Residential Work
- (d) Limitations or Exclusions for Multi-Unit Dwellings
- (c) Limitations or Exclusions related to explosion, cotlapse, underground property damage;
- (f) Pollution Exclusions; or
- (g) work performed by subcontractors.

Additional Insured: Stock shall be named as an additional insured, loss payee and certificate holder on each of the policies as outlined in Exhibit "A". Coverage under all policies shall be afforded to the additional insureds whether or not any Claims are actually in litigation.

Stock shall remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project that is the subject of this Agreement and the Contract Documents regardless of the date when the Subcontractor's subcontractors, laborers, materialmen, agents, employees, and/or anyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, and/or regardless of the dates any certificates of occupancy are issued. Subcontractor's obligation to have Stock remain as an additional insured on each policy for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project will survive the expiration or earlier termination of this Agreement until any and all Claims are fully and finally barred by the greater of any and all applicable statute of limitation or statute of repose.

Priority of Insurance Coverage: It is the intent of the parties that all available and applicable Insurance coverage of the Subcontractor, whether primary or excess or umbrella policies, be primary coverage for any and all Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents, regardless of who makes said Claims. Further, the parties intend that Stock's insurance policies be excess over ony and all available and applicable insurance policies of Subcontractor for the purposes of indemnity and defense of Stock.

Certificates of insurance: Prior to commencing any Work under this Agreement, Subcontractor shall submit to Stock copies of policies of Certificate of Insurance that confirm oppropriate insurance coverage.

Each Certificate of Insurance shall provide that the insurer must give Stock of least ninely (90) days prior written notice of non-renewal or moterial change in coverage and termination of the coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation of termination of any such policy, the Subcontractor shall supply Stock with a new and replacement Certificate of Insurance and additional insured endorsements us proof of renewal/replacement policies of insurance.

Subcontractor's Notice to Insurance Carriers and Agents: Prior to commencing any Work under this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" and all amendments to each of its insurance agents and insurance earriers. Within ten (10) days after execution by the partles of any future amendments, modifications, additions, changes or addendums to this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A", as amended, to each of its insurance agents and insurance carriers.

Subcontractor's Subcontractors: Subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, obtains and maintains appropriate insurance coverage as detailed in Exhibit "A". It shall be Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be ensure that Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, fully compiles with this Paragraph 18 and Exhibit "A", and future amendments thereto.

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Additionally, and prior to commencement of the Work, the Subcontractor shall provide Stock with a Certificate of Insurance showing insurance coverage, in compliance with Exhibit "A" cach and every Subcontractor's subcontractors, laborers, materialmen, agents, and/or employees, and anyone for whose acts any of them may be liable. Coverage shall be no less than the limits as described in Exhibit "A". In the event any of these policles are terminated, for any reason, the Subcontractor shall provide Stock copies of Certificates of Insurance showing replacement coverage in compliance with Exhibit "A".

Walver of Subrogation from Insurers: Subcontractor shall obtain from each of its insurers, a walver of subrogation as to each of its insurance poticies, in favor of Stock with respect to any Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents.

Breach: Failure of Subcontractor to maintain complete and appropriate insurance is a material breach. In this event, in addition to the all other remedy provisions in this Agreement, Stock can elect to terminate this Agreement or to provide insurance at Subcontractor's sole expense; in neither case, however, shall Subcontractor's liability be lessened.

- 19. COMPLETION: Immediately upon the performance of any part of the Work, as between Subcontractor and Stock, title thereto sholl vest in Stock to the extent permitted by law; provided, however, the vesting of such title shall not impose any obligations on Stock or relieve Subcontractor of any of its obligations hereunder. Upon completion of the Work described in any Work Notification Form, Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is not in breach of this Agreement, and provided that Subcontractor is otherwise entitled to payment under this Agreement, upon notification to Stock, Stock shall pay Subcontractor for the Work described in the Work Notification Form and the Bid/Proposal within sixty (60) days following Stock's receipt of a request for payment from Subcontractor. Subcontractor hereby agrees that if Subcontractor falls to request from Stock any sum, including, but not limited to, wages or contract sums due under this Agreement or any Work Notification Form, within ninety (90) days from the date they became due, said sums to Subcontractor and Subcontractor shall have no claim thereto:
- 20. WAIVER: TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR HEREBY WAIVES AND RELINQUISHES ANY AND ALL STATUTORY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO OBTAIN STOP NOTICES OR LIENS, MECHANICS OR OTHERWISE, AGAINST THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORK, MATERIALS, EQUIPMENT, TOOLS OR OTHER ITEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY LAW, CONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL RIGHTS FOR RECOVERY.
- 21. TAXES/CHARGES: Subcontractor shall pay all taxes, contributions and/or premiums payable on its employees or on its operations under workers' compensation laws, unemployment compensation laws, the Federal; Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes, contributions and/or premiums which are payable by the employees and the Subcontractor shall indemnify, defend and hold Stock harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with these requirements. Subcontractor shall comply with all rules and regulations at any time applicable hereto and shall, on demand, substantiate to Stock's reasonable satisfaction that all taxes and charges are being properly paid SUBCONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL EMPLOYEES OF SUBCONTRACTOR.
- 22. <u>DEFECTIVE WORK</u>: Should Stock notify Subcontractor (orally or in writing) that any part of the Work is incorrect and does not conform to the terms of the Contract Documents, Subcontractor shall immediately being to correct such defective work and shall complete such corrected work within forty-eight (48) hours unless Stock shall ogree to a longer period. If Subcontractor refuses to perform any corrective work, Subcontractor shall waive the above described forty-eight (48) hour period and such refusal or failure to perform the corrective work shall be deemed a default by Subcontractor hereunder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the disturbance of work completed by other contractors.
- 23. BREACH: SUBCONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT IF:
 - (a) Subcontractor's Work is defective and not remedied as provided herein; or
 - (b) Subcontroctor does not make prompt and proper payments to its employees, ogents and/or subcontractors; or
 - (c) Subcontractor does not make prompt and proper payments for labor, services, work, materials or equipment furnished by third parties to it; or
 - (d) Another contractor is damaged by an act for which Subcontractor is responsible; or

- (c) Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work files any claim or lien against the property where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not posted a discharge bond within this twenty four (24) hour period; or;
- (f) Subcontractor falls to perform warranty service under this Agreement or any other prior or contemporaneous Subcontractor Agreement with Stock; or
- (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's (or Subcontractor's subcontractors or agents) violation of any law, ordinance, regulation, administrative ruling and/or court order; or
- (h) Subcontractor becomes insolvent or any petition for bankruptcy is filed with respect to Subcontractor; or
- (1) Subcontractor fails or neglects to prosecute the Work diligently and promptly, whether due to inadequate or incompetent supervision; insufficient skilled workers, lack of material or equipment, improper quantity or quality, or for any other reason not described herein;
- (i) Subcontractor falls to comply with any terms of this Agreement or any Work Notification Form issued under this Agreement.
- 24. <u>REMEDIES:</u> IF SUBCONTRACTOR IS IN BREACH OF THIS AGREEMENT, IN ADDITION TO ANY AND ALL OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW, STOCK, IN ITS SOLE DISCRETION, MAY DO ANY OR ALL OF THE FOLLOWING:
 - (A) IMMEDIATELY TERMINATE THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR WRITTEN AGREEMENT WITH SUBCONTRACTOR OR OTHER SUBCONTRACTOR BASE AGREEMENT BETWEEN SUBCONTRACTOR AND STOCK AND DISMISS SUBCONTRACTOR FROM THE JOB SITE BY PROVIDING SUBCONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION;
 - (B) ENGAGE OR EMPLOY OTHER CONTRACTORS TO REMEDY SUBCONTRACTOR'S DEFECTIVE WORK, TO COMPLETE ANY PORTION OF THE WORK NOT COMPLETED BY SUBCONTRACTOR, PERFORM SUBCONTRACTOR'S WARRANTY SERVICE OBLIGATIONS OR OTHERWISE CURE SUBCONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND EXPENSE;
 - (C) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE HUNDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUE OR BECOME DUE TO SUBCONTRACTOR, WHETHER UNDER THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAGEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B) ABOVE OR OTHERWISE RELATING TO SUBCONTRACTOR'S BREACH, INCLUDING, BUT NOT LIMITED TO, STOCK'S OVERHEAD AND PROFIT; AND/OR
 - (D) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE (1) YEAR AN AMOUNT, WHICH AMOUNT SHALL NOT EXCEED FIVE PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORK, TO INSURE SUBCONTRACTOR'S PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS, STOCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS.
- 25. TERMINATION: This Agreement may also be terminated and Subcontractor dismissed from the job site by Slock at any time in its sole discretion, with or without cause, by providing Subcontractor with notice (written or oral, in the sole determination of Stock) of such termination, and such termination shall be effective as of the time and date stated in such notice. In the event of termination of the Agreement pursuant to this paragraph 25 without cause, Stock shall pay Subcontractor within sixty (60) days after the effective date of such termination, all sums due and owing Subcontractor for all labor incurred and all materials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor acknowledges and agrees that If Subcontractor is terminated pursuant to this paragraph 25 with cause, Subcontractor shall have no claim against Stock for any additional sums, including, without illmitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or sums whatsoever. The termination payment described herein, if applicable, is Subcontractor's sole remedy and in no event shall Subcontractor have any claim for consequential damages. Further, in the event of termination, Subcontractor will turn over all equipment and materials ordered, purchased for and delivered to the Project, and Stock will pay the Subcontractor any amounts due based on the percentage of completion of Subcontractor's Work that is incompliance with this Agreement and the Pricing, actually accomplished and equipment and materials supplied to the Project; excluding any payment for uncarned profit and overhead. Subcontractor will facilitate transfer of Work to Stock by assigning its rights under subcontracts and purchase orders.

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- 26. ENTIRE AGREEMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are no other agreements, oral or written, by and between the parties hereto, except as to Subcontractor's warranties under any prior or contemporaneous Subcontractor Agreements with Stock, which warranties are incorporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subcontractor is that of an independent contractor.
- 27. HEADINGS: The paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
- 28. NOTICES! Unless otherwise set forth herein, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be (a) delivered by hand, (b) send by Federal Express, Express Mall or other overnight courier service, sent to the address on the first page hereof or such other address for notice as the parties shall last have furnished in writing to the person giving the notice or (c) sent by facsimile transmission with a copy delivered pursuant to (a) or (b) above. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) If sent by focsimile transmission as of the date and time of transmission, and (iii) if sent by Federal Express, Express Mail or other reputable overnight courier service, upon the earlier of the date of receipt or one (1) business day after posting thereof. If a notice is mailed in the manner provided above, it is duly given, whether or not the addressee received it.
- 29. <u>INVALIDITY</u>: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as if part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. DISPUTE: If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by Stock pursuant to the self-help remedies of paragraph 24, and the parties cannot resolve the matter between themselves within sixty (60) days after Stock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute by mediation under the Construction industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court hoving jurisdiction thereof. Should a dispute arise between Stock and a buyer of a residence regarding materials supplied or work performed by Subcontractor, Subcontractor agrees to participate in, and be bound by, arbitration proceedings between Stock and the buyer.
- 31: JURISDICTION and PRESUMPTION: This Agreement shall be governed by and construed under the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicial interpretation, the parties hereto agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a porty by reason of any legal conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, or being ogreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.
- 32. WAIVER: Except as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto. No waiver by either party of any failure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 33. COUNTERPARTS and FACSIMILE/PDF SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Signatures given via faesimile or sean PDF transmission and shall be deemed given as of the date and time of transmission to the other party and shall be deemed original.
- 34. PERSONS BOUND: The provisions of this Agreement shall inure to the benefit of, and shall bind, the heirs, executors, administrators, successors and assigns of the respective parties. No person shall be deemed to be a third party beneficiary of this Agreement or any portion thereof. Subcontractor may not assign this Agreement without Stock's prior written consent, which consent Stock may withhold in its sole

and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor five (5) days written notice thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STOCK:

STOCK CONSTRUCTION, LLC, a

Florida limited Hability op ppa

By: Print Name:

SUBCONTRACTOR:

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Exhibit 16



2647 Professional Circle • Suite 1201 • Naples, FL 34119

Subcontractor Base Agreement

NAME OF SUBCONTRACTOR: (2) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	14/2 A 1/2 - 1
OWNERSHIP: "CORPORATION 'II PARTNERSHIP .: PROPRIETO	ORSHIP 'O LIMITED LIABILITY COMPANY
NAME(S) OF PRINCIPAL OFFICERS, PARTNERS OF OWNERS: FF11.	na primate, Fred Bulle and flat
SUBCONTRACTOR'S EIN OR SOCIAL SECURITY NU	(Su) Varieties (Si
BUSINESS ADDRESS: 1851 SHIPTON Lode	LINE FOR MARKE FA 3540.5
PHONE 239 449 2475 PAX. Z37 437 YW. C	EMAIL SO DESCRIPTION TRANSCESS:
	· · · · · · · · · · · · · · · · · · ·
THE ACTION OF THE PROPERTY OF	lay of 1991 201 by and between Stock
Construction, LLC, a Florida limited liability company, its successors and/or s	
	("Subcontractor").
1. As used herein the following terms shall have the meaning: specific	d unless the context otherwise requires:
(a) "Eid/Proposal" shall have the meaning specified in Paragraph 4.	A serve a time assistantes to the total factors.
(b) "Contract Documents" shall mean this Agreement, together with	
Guidelines), Work Notification Forms, Bid/Proposalz, and Plans and	Specifications issued or utilized in connection with Work performed
by Subcontractor.	
(c) "THA" shall mean the Federal Housing Administration.	
(d) "Plans and Specifications" shall mean approved foundation plans	s. frame plans, floor plans, elecation plans, bluentints, construction
sheet details, and other specifications, including FHA manuals.	y many out of many
(c) "Project" shall mean the following:	
(n "Stock" shall have the meaning specified in the beginning paragr	anh of this Agreement
(g) "Subcontractor" shall have the meaning specified in the beginning	by paragraph of this Agreement and shall include Subcontractor's
subcontractors, laborers, materialmen, agents, or employees, and any	unno for whose note any of them may be lichle
(h) "VA" shall mean the U.S. Department of Veterans Affairs.	volid for thirds and any of them may be thate.
(I) "Work" shall include, without limitation, any and all of the work	saggiffed in Day serrah 7 halow and one and all abance a desired
extra work, work included on all Work Notification Forms, unbudge	specified in a magraphy 5 below, and any min an change office work,
Subcontractor; including but not limited to the management, supervi	ision financian taken mutarials tools find suitable willife
conjugate and services of every kind and two nace way to diligant	ly, timely, and fully perform and complete in a good and workmanlike
manner the Work required by the Contract Documents.	2, amery, and rank betrough and complete at a food and workingulike
(j) "Work Notification Form" shall mean a written order issued by S	took to Subconterator execitiing meetin Worker has nistening to the
term Work Notification Form shall include forms designated "Purch	Took to Subcontractor specifying certain work to be performed; the
similar designations and containing certain information about comm	
summer west Brattons and economical Second trade that the ori country	chong such work and the physicist for such work.
2. NON-EXCLUSIVITY: The purpose of this Agreement is to fix the	obligations of Stock and Subcontractor as to the performance by
Subcontractor of certain described Work. Subcontractor acknowledge	ges that this Agreement is nonexclusive and that Stuck is fee to
contract with my other person of entity for the performance of work	which is the same or similar to that described in this Agreement
Subcontractor is also free to enter into third party contracts with any	other subcontractor, labour and/or materialmen for the provision of
the Work to be provided hereunder. Subcontractor will ensure that s	such other work performed by third party subcontractors, laborers and
nisterialmen does not interfere with Subcontractor's performance un	der the Contract Documents and all such other a intracte chell mat La
deemed a direct contract between Stock and such third party subcont	tractors laborers, or materialmen. This Americant chall not be
construed as obligating Stock to accept blds or issue Work Notificati	ion Forms to Subcontractor.

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Stock Initials ______.
Subcontractor Initials ______.

3	SCOPL OF WORK: The Worl to be performed by Subcontractor shall be more specifically described in subsequently issued Work
٠.	Notification Forms but is generally described as:
	Takake thinks and he was the same strong can
	Unst Code No:

As set forth above, in conjunction with this Agreement, Stock may issue Work Notification Forms from time to time, covering the Work to be performed and time for completion at each specific job location. Subcontractor shall have no ambority to commence Work at any job location until it has received a Work Notification Form for a specific job location. It shall be Subcontractor's responsibility to obtain a Work Notification Form before beginning any Work in a specific job location. In the event Subcontractor's proposal, estimate or similar document is attached to or referenced in a Work Notification Form issued by Stock only those terms which define or identify the work to be performed by Subcontractor shall be incorporated as part of the Work Notification Form and/or this Agreement and any remaining portions of Subcontractor's proposal, estimate or similar document shall not be considered part of the Work Notification Form, this Agreement, or any agreement between Stock and Subcontractor. No substitutions shall be allowed in the performance of the Work unless expressly provided in the Plans and Specifications or applicable Work Notification Form, and only then upon Subcontractor first receiving all approvals required from Stock for substitutions. Subcontractor shall indemnify Stock for all loss, dumage and expense incarred as a result of such substitutions, whether or not Subcontractor has obtained approval thereof.

4. PRICING and PAYMENTS: Subcontractor has submitted to Stock a Bid/Proposal pursuant to Stock's "Invitation to bid" for Work, receipt of which is acknowledged thereon by Stock, which Bid/Proposal is incorporated herein by reference. The Bid/Proposal may be modified by Subcontractor only by a subsequent written and dated emendment, as opproved by and receipt of which shall be acknowledged thereon by Stock, which approval Stock may withhold in its sole and absolute discretion. Upon acceptance and approval by Slock, such amended Bid/Proposal shall be attached hereto and incorporated herein by reterence. The Bid/Proposal in effect at the time of the issuance or any Work Notification Form shall be applicable to all Work to be performed thereinder, without variation, unless otherwise approved in writing by Stock. Subcontractor acknowledges that its compensation is a fixed contractual rate, subject to modification under the next clause of this contract for changes in the Work required. Compensation under the Contract Documents is not hourly compensation. Subcontractor agrees that promens shall be made to the entity named in the begioning paragraph of this Agreement, and not to any individual person which provides Work pursuant to this Agreement.

Notivithstanding anything in this Agreement to the contrary. Subcontractor's right to any payment under this Agreement is expressly contingent and conditioned upon: (1) Stock's determination that all Work to be performed pursuant to a particular Work Notification Form that feel completed satisfactority; (2) if requested by Stock, the Subcontractor delivering to Stock a full and complete release of all lieus and claims of Subcontractor and any and all of its subcontractors and suppliers of materials, labor, equipment, work, tools, services and other Items furnished in connection with the Work, and (3) If requested by Stock, the Subcontractor riellvering to Stock in affidavil (in a form satisfactory to Stock) that provides that so far as Subcontractor is able to ascertain, no person or entity other than the persons or entities furnishing such walvers and releases has a right to any such lien or claim for materials, labor, equipment, work, tools, services or officer items furnished in connection with the Work.

Notwithstanding anything in this Agreement to the contrary, if requested by Stock, Subcontractor's fallure to supply these lien waivers and releases will negate any request for payment until such time as the lien waivers and releases are provided. If any lien or claim remains outstanding after all payments are made, Subcontractor shall refund to Slock all menies that Stock may be compelled to pay in discharging or resolving such lien or claim including, without limitation, attorney's fees and costs. If Subcontractor fails to make any such refund within fifteen (15) days of notice to Subcontractor from Stock, Subcontractor shall be in brench of this Agreement, and Stock may, in addition to any other right and sensely, withheld from any sums due or to become due Subcontractor under this or any other Agreement such amount as may be required, in Stock's sole discretion, to discharge or resolve any such lien or claim, and to reimburse Stock for the applicable fees and costs incurred by Stock. Subcontractor shall defend, indemnify and hold harmless Stock and Stock's purchaser from the operation and effect of any lien or encumbrance arising out of the performance of Subcootractor's work, and shall turn over the property subject to the Work, including any improvements thereon, to Stock free and clear of all such hers and encumbrances. If any such lien or encumbrance is claimed by any person or entity performing my portion or Subcontractor's work, Subcontractor shall, immediately upon verbal notice from Stock, discharge same by payment or posting a sufficient bond to transfer the lien or encumbrance from the real property to the bond. If Subcontractor continues to receive payments from Stuck, Subcontractor will hold these payments and the rights to future payments from Stock in trust for the benefit of, and to be first applied to payment of those subcontractors, labore s. equipment suppliers and material suppliers who have performed any portion of Subcontractor's work, before using any portion of such payment for any other purpose. In the event Stock has reason to believe that labor, material, equipment or other obligations of Subcontractor incurred in

the performance of Subcontractor's work are not being promptly paid, Stuck may, upon giving written notice to Subcontractor, take any steps deemed necessary to ensure that any phymenic from Stock to Subcontractur shall be utilized to pay such obligations. Upon such written notice. Stock may require Subconfractor to supply satisfactory evidence that Subcontractor's obligations have been paid or to post a payment and performance band for the protection of Stock. its purchaser, and those to whom Subcontractor has an obligation for payment. The failure of Subcontractor to provide either of these means of security shall entitle Stock to retain out of any payment due or become due lo Subcontractor a reasonable amount to protect Stock from any and all loss, damage or expense including attorney's less arising out of or relating to any such claim or lien from one to whom Subcontractor has an obligation until the claim or lien has been satisfied by Subcontractor.

Acceptance of Work and payment therefore by Stock under this paragraph shall not be construed as a waiver by Stock for Work later found defective and shall not release the Subcontractor from liability under any warranty for detective Work or for any obligation to perform warranty service Work;

SUBCONTRACTOR REVIEW and INSPECTION: Subcontractor expressly agrees to read and femiliarize livelf completely with all Contract Documents, including but not limited to the Plans and Specifications applicable to this Agreement or any Work Notification Form, to independently verify att information furnished by Stock or contained in the Plans and Specifications and to inspect the job site before starting any Work under a Work Notification Form. Subcontractor shall immediately report in writing to Stock any discrepancy, deficiency, variance from or violation of any lays, ordinances, rules, regulations or orders of any public authorities observed or known to Subcontractor in the Work, Plans and Specifications or at the job site. All Plans and Specifications furnished to Subcontractor by Studi are the property of Stock and shall not be duplicated or used for any purpose other than the performance of the Work and must be returned to Stock at the completion of Subcontractor's Work. Subcontractor shall be solely responsible for all construction under this Agreement and any Work Notification Form, including the techniques, sequences, procedures not means, and for coordination of all Work.

Subcontractor has made an independent investigation of the site, and the soil conditions and has satisfied itself as to all of these conditions such that the Bid/Proposal include payments for all Work which may be performed by Subcontractor to overcome any unanticipated, underground, or concented conditions. Subcontractor valves any and all rights and chalms for any changes to the Work Notificialion Form amount for any items or claims which Subcontractor could have become aware of prior to accepting the Work Notification Form and/or commencing Work thereunder had its examinations of the Project been conducted in a roasonable manner.

Subcontractor shall be responsible for inspecting any work of another contractor that may attect its nym Work and shall report in writing to Stock any defects in such work upon discovery of the defect prior to commencing any portion of the Work, or it shall be deemed to have accepted such work as concer and fit to be accommodated into its own. If Subcontractor shall be delayed in the commencement, prosecution, or completion of the Work or shall be obstructed or hindered in the orderly progress of the Work by an act, failure to act, omission, neglect or detault of Stock, any architect, another contractor or subcontractor, or any of their respective agents or employees, or by any cause beyond the control of Subcontractor, then the time fixed for completion of the Work may be extended in the sole discretion of Stock and only if Subcontractor notifies Stock in writing within forty-eight (48) hours of the discovery of the cause of such delay, Subcontractor expressly agrees not to make, and hereby walves, any claim for damages on account of any dolay, obstitution, or hindrance for any cause whatsoever, including but not limited to the aforesaid causes, and agrees that Subcontractor's sufe right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Work.

6: PROSECUTION OF WORK: Subcontractor shall cooperate with all other contractors engaged by Stock to the effect that their work shall not be toppeded and shall give such other contractors access to the job site necessary to perform their contracts. Subcontracter shall perform the Work in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as Stock may direct so as to promote the progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work of any other contractor on the job. If the work or property of another is hindered, delayed, or damaged by Subcontractor, Subcontractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to Stock. Any materials that are to be furnished by Subcontractor hereunder shall be furnished in sufficient time to enable Subconlinctor to perform and complete its Work with the time or times provided for herein or in any Work Notification Form. If, in the opinion of Stock, in its sole discretion, Subcontractor falls behind in furnishing the necessary jabor and/or materials to meet the schedule established by Stock, then Subcontractor shall take such steps and netions as are deemed necessary by Stock to improve the rate of progress, including, but not limited to, increasing the labor force, number of shifts und/or work such overtime as may be required, at its own expense, to bring its part of the Work up to the schedule established by Steek. Subcontractor agrees to reimburgs or pay Stock, or Stock may withhold payment otherwise due under this Agreement, for any and all damages that Stock may sustain as a result

of such delays by Subcontractor. Time is of the extence in this Agreement. Stock Will Sittle Subcontractor initials.

12 7/2011 218 AIS ADITION FOR TOSTING SERVICE Subcontractor initials. Page 3 of 12 Rev 01/07/2011

Subcontractor shall perform all labor in a thorough and workmanlike manner, according to the highest standards of the trade.

Subcontractor wittrants that all inbor done and any materials furnished by Subcontractor will meet or exceed FHA minimum property standards. VA requirements, any applicable building code requirements and all Stock requirements. Should it dispute arise as to the proper interpretation of this Agreement, or any work or material performed or furnished berounder, which concerns the parties hereto only, or which concerns Subcontractor and any other contractor(s), subcontractor(s) or supplier(s), the dispute shall be decided by Stock whose decision thereon shall be final and conclusive. In any event, and in spite of any dispute, claim, or controversy arising out of this Agreement, Subcontractor shall proceed diligently with the Work, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to any dispute, claim, or controversy.

- 7. MATERIALS and EXITEMENT: Subcontractor shall secure and maintain material ordered by Subcontractor until completion of the Work and satisfaction neceptance by Stock. Subcontractor shall be responsible to the receipt, delivery, unloading, hoising storage, warehousing, projection, insurance and all other risks of loss relating to any materials or equipment Subcontractor is to furnish, install, provide, or have provided to it under this Agreement. Subcontractor shall seep adequate rupply of materials on head at all times, as required to tacet production solicities. Subcontractor shall be responsible for the security of all materials are the jobetic. Further, if the Work requires the installation of materials furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided, and to thereupon handle, store, and install the items with such skill and care to ensure a satisfactory and proper installation. Loss or damage to the materials due to acts of negligence by the Subcontractor shall be deducted from any amounts due or to become due to the Subcontractor.
- 8. SUBCONTRACTOR RPPRESENTATIONS: Subcontractor represents and warrants that it is fully qualified in all respects to perform the Work and shall at all times maintain strict discipling among its employees. Subcontractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Subcontractor shall be responsible to see that the finished Work complies accumulally with the Contract Documents. Subcontractor agrees not to employ any person unfit or volutions sufficient skill to perform the job for which Subcontractor was rotalized for the Project. Subcontractor agrees that Stock shall not provide training of any kind. Accordingly, it is the sole responsibility and expense of Subcontractor to provide training for the Subcontractor or its employees, agents, or subcontractors.

Subcontractor shall not discriminate against any employee or applicant for employment because of race, ered, color, sex, ago or national origin. Subcontractor shall comply with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract Documents.

Subcontractor shall at all times remain an independent contractor, solely responsible for the Work, methods, techniques, procedures and supervision and coordinating al portions of the Work to be performed under this Agreement and Field Guidelines. No provision hereof shall be construed to make Subcontractor Stock's agent. All person employed by Subcontractor, or Subcontractor's sub-contractors to perform services in connection with this Agreement shall be under the exclusive control and direction of Subcontractor or Subcontractor's subcontractors, it being the intention of the parties that Subcontractor and its subcontractors shall be and remain an independent contractor. Stock shall not exert actual control, nor possess the right to control, the actions of the employees of Subcontractor or Subcontractor's subconhactors in performing duties under this Agreement.

Subcontractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Subcontractor or any one for whom Subcontractor is legally liable for is responsible for any loss or damage to the Work, or other work or ninterials of Stock or Stock's separate contractors, Subcontractor shall be charged with the same, and any monles necessary to replace such loss or damage shall be educted from any amounts due Subcontractor.

Subcontractor shall not load not permit any part of any structure or property to be loaded in any manner that will endanger that structure or property, nor shall Subcontractor subject any part of the Work or edjacent property to stresses or pressures that will endanger it.

9. LICENSES and PERMITS: Subcontractor shall, at Subcontractor's sole expense, hold and maintain all required licenses, obtain all required permits and shall comply with all laws and ordinances and the rules, regulations, and orders of all public authorities relating to the performance of the Work. In the event of termination of this Agreement, Subcontractor shall immediately transfer and assign to Stock any and all applicable certificates, permits, contracts, subcentracts, and purchase orders relating to the Work. Subcontractor agrees that Stock is not responsible for providing any mole or benefits for the Subcontractor or its imployees, agents, or subcontractors.

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 10. REGULATORY COMPLIANCE and HAZARDOUS SUBSTANCES: The (eccupotional Safety and Health Aet of 1970, or amended (OSHA) has established regulations entitled OSHA Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets (MSDS) giving information on proper handling and precautionary measures in using the materials. Many substances commonly used in residential construction fit the description of hazardous materials established by OSHA. Subcontractor shall compty with all OSHA regulations partialning to the work and any materials used in the work. Subcontractor shall have sole and exclusive responsibility for triaining lits employees, subcontractors and suppliers in the proper handling of hazardous materials and any precautionary measures required. Subcontractor shall supply all protective clothing and devices necessary to protect its conployees, subcontractors and suppliers from hazardous materials while on the site. Subcontractor shall obtain all MSDS's pertaining to any hazardous material used or created in the process of performing the work, and shall distribute copies of such MSDS's to Company and to all other contractors, subcontractors, and suppliers performing work on the site. Subcontractor shall also obtain from all other contractors, subcontractors or suppliers, and sholl retain copies of such MSDS's for oil hazardous materials used or created by such contractors, subcontractors or suppliers, and sholl retain copies of such MSDS's and provide them to Subcontractors employees, subcontractors, subcontractors and suppliers as required by the OSMA regulations. In other words, Subcontractor must exchange MSDS's with all other contractors, subcontractors and suppliers, and implement a training program for its employres.

Subcontractor acknowledges and understands that the Project may be subject to the requirements of the National Pollutnot Discharge Elimination System, as amended (NPDES) and Clean Water Act, as amended (CWA). Subcontractor is fully sware of the NPDES and CWA and chall not in any way interfere, damage or in only way negatively import the structures and for procedures in place or to be implemented of the Project pertaining to NPDES and CWA. Subcontractor shall be associated for any loss, damage, fine and penalty incurred by Stock or its affiliated due to octa of negligence by the Subcontractor and such costs and expenses shall be deducted from only amounts due or to become due to the Subcontractor. Further, Subcontractor shall indemnify Stock for any and oil costs, fines, penalties and expenses incurred by Stock on a is rult of violations of NPDES and CWA caused by Subcontractor.

- 11. EMERCIENCIES: In the event of an emergency affecting the safety or protection of persons of the Work or property of the job site or adjacent thereto, Subcontractor, without special instruction or outhorization from Stock is obligated to act to prevent third acned damage, injury or loss. Subcontractor shall give Steel: written notice within twenty-four (24) hours after the occurrence of the emergency. If Subcontractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Stock determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Subcontractor fails to provide the twenty-four (24) hour written notice noted above, the Subcontractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment Pricing or an extension to the term of this Agreement.
- 12. ASSUMPTION OF LIABILITY: Subcontractor agrees to, and hereby does, assume full responsibility for any and all octs, nealigence or omissions of Subcontractor's employees, laborers, agents, materialmen, and subcontractors and any and all employees and agents of the aforementioned, and any and all office persons doing work under an oral or written order or contract with Subcontractor.
- 13. INDEMNIFICATION, NOLD HARMLESS & DEFENSE: The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, at Subcontractor's tole expense. Subcontractor shall indemnify, defend and hold harmless both Stock and the Owner (if different from Stock) and their offiliated companies, parents, subsidiaries, particles, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns (collectively reterred to as 'Indemnified Portyfies') of, flom, and agoinst any and all circums enneering, pertaining to, related to, aricing out of and/or connected with the Work and Contract Documents, including but not limited to demands, suits, liabilities, causes of action, domages, claims to bodily injury, death or damage to property, judgments, contracted liabilities, including costs and expenses associated thereto which include but is not limited investigative and rapair costs, attorneys' fees and costs, consultants' fees and costs, and other expenses, any of which arise out of, relate to, result from, are occasioned by, contributed to by, connected with ond/or are in any way caused, in whole or in part, by the acts of, omissions, fullures and/or performance by Subcontractor and/or any of its subcontractor. Inborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, as to any of the following (collectively referred to as 'Claims'):
 - (o) Work as required by the Contract Documents and under this Agreement;
 - (b) construction or other services as required by the Contract Documents and under this Agreement;
 - (c) materials furnished as required by the Contract Documents and under this Agreement:
 - (d)violations or alleged violations of Occupational Safety and Health Act of 1970, as amended, or to regulations promulgated thereunder, and/or to violations or offered violations similar state laws and regulations:

Page 5 of 12 Rev 01/07/2011 Stock Tultiols______
Subcontractur Initials _____

(e)injuries ofto and/or destruction of tangible property, including the loss of use or economic loss resulting therefrom;

(Metectively performed and/or alloged defectively performed Work by Subcontractor and/or any of its subcontractors, laborette, materialmen, agents, or employees, or anyone for whose acts any of them may be liable;

(g)breach of this Agreement; and/or

th)acts or omissions which include negligent or willful misconduct of Subcontractor and/or any of its subcontractors, laborers, materialmen, agents, or employees, or anyone for whose acts any of them may be liable, whether active or passive.

In Whole or in Part: Subcontractor's obligation to indemnity, detend and hold haimless the Indemnified Parties, shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this Paragraph 13.

Subcontractoric obligation to indemnify, defend and hold harmless the Intermiffed Parties Is applicable whether any Claims are caused his part by any of the Indemnified Parties, whether active or presive.

Subcontractor's obligation to indentally, defend and hold laurales; the Indemnissed Parties is applicable whether any Claims are caused in part by the concurrent acits), omission(s) by and/or negligence of any of the Indemnified Parties, whether active or passive, provided however, said Indemnified Party thall not be indemnified for its own sole usgionice or willful infeconduct.

Limitations on Obligations & Florida Statutes, Section 725.06: With regard to any and all Cinims, Subcontractor's obligation to indemnify, defend and hold hannless the Indemnified Parties shall not be limited in any way by any limitation on the amount or type of tlamages, compensation, insurance requirements and limits set forth in Bahibit "A", or benefits payable by/for Subcontractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing, Subcontractor's obligation to indemnify, defend and hald hamlers the indemnified Parties shall be timited to the greater of:

(a)A maximum of \$5,000 000,00; or

(b)the amount of this Agreement sun; or

(e)tho maximum amount of insurance enverage limits available to the Subcontractor under any and all policies of insurance and applicable to my Claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services heing provided hereunder, and this indeninity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Scotion 725.06, including any amendments thereto and is to be interpreted in such a way as to be thilly enforceable. If any word, clause or provision of this Paragraph 13 is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments dierelo, il shall be inetfective and the remaining words, clauses and provisions shall remain in full force and etfect.

Ditty to DeRnd . Subcontinuously divinity defend under this Paugraph 13 is independent and separate from her duty to indemnify and hold . humiless, and the duty to defend exists regardless of any ultimate liability of Stock and/or any indemnified Party. The duty to defend arrives immediately upon presentation of a Claim by any person accustly with written notice of such Claim being provided to Subconfractor

Survival Provision: Subcontractor's obligation to indemnify, defend and hold harmless will survive the expiration or earlier tenulnation of this Agreement until it is determined by final judgment that an action against the Indemnitied Partyles for any and all matters indemnified is fully and finally barred by the applicable statute of limitations.

Waiver of Subrocation: Subcontractor waives any rights of cubrogation against Stock and shall require any of Subcontractor's subcontractors, laborers, materialnien, agents, or employees, and anyone for whose acts any of them may be liable to walve their subrogation rights against Stock.

Secure Performance: At its sole discretion, Stock may withhold, from time, from any montes otherwise due Subcontractor hereunder or under any other contract or agreements, a surn of money, which, in the sole judgment of Stock, thall be sufficient to secure the performance of Subcontractor's obligations under this Paragraph 13.

Mollee: Stock shall provide written notice of any Claims within slats (60) days after Stock becomes reasonably aware that Subcontractor may be liable for any such Claims.

14: SUBCONTRACTOR WARRANTIES: Subconfractor represents and warrants to Stock that all equipment and materials provided by Subcontractor and Incorporated in the Work will be new, unless otherwise specified in the Plans and Specifications, and together with the Subcontractor's Work shall be of good quality, free of defects and in conformity with the Contract Documents. It is understood between the parties herelo that all equipment, materials and Work not to in conformity shall be delective. Subcontractor specifically agrees that it is responsible for the projection of the Work until final completion and that Subcontractor will make good or replace, at no expense to Stock, any damage to the Work which occurs prior to said tinal completion. Inspection by Stock shall not relieve Subcontractor of its obligations herein. SUBCONTRACTOR FURTHER WARRANTS THAT ALL LABOR AND MATERIALS FURNISHED BY

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SUBCONTRACTOR SHALL BE FREE OF DEFECTS FOR A PERIOD BEGINNING AT THE DATE THAT STOCK CONVEYS TITLE OF THE SUBJECT OF THE WORK, (HOUSE OR CONDOMINIUM UNIT) TO A PURCHASER OF THE HOUSE OR CONDOMINIUM UNIT, AND CONTINUING FROM SUCH DATE INTIL THE LAST OF THE FOLLOWING TO OCCUR: (1) ONE YEAR: (2) FOR THE DURATION OF ANY LIMITED WRITTER WARRANTY GIVEN BY STOCK TO SUCH PURCHASER OR (3) THE DURATION OF ANY COMMON LAW OR STATE OR FEDERAL STATUTORY WARRANTIES OF SUCH PURCHASER. OR SUBSEQUENT PURCHASER, OR ANY OTHER PERSON OR ENTITY; IF ANY. SUBCONTRACTOR AGREES TO MAKE, AT SUBCONTRACTOR'S WARRANTY OBLIGATIONS WITHIN EIGHT (8) HOURS OF NOTICE (ORAL OR WRITTEN) OF SUCH DEFECT IN AN EMERGENCY (DETERMINED BY STOCK IT: 115 SOLE DISCRETION) AND WITHIN FORTY-LIGHT (4B) HOURS OF NOTICE ON A NON-EMERGENCY BASIS. In addition, Subcontractor shall manufacturer's warranties, together with all service and operating manuals for materials furnished by it under this Agreement to Stock when the Work is completed or this Agreement is terminated, whichever Occurs first. The warranty contained in this paragraph 14 is in addition to any other special warranties required by contant or law, and such warrantly does not negate or phildge Stock's right to assert claims for latent or patent defects in accordance with applicable law.

The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty or guarantee periods established in the Contract Documents without cost to the Owner or the Contractor. If no guarantee of warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall guarantee or warranty the Subcontractor Work for the period of one (1) year from the date(s) of conveyance to the end user.

The Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Subjointmeter's Work prior to final payment.

All guarantees and warranties must be submitted to the Contractor in a form acceptable to the Contractor prior to and as a condition for final payment.

Subcontractor expressly agrees that all warranties made by it in this Agreement shall survive the termination or expiration of this Agreement for any remain price to the expiration of the full warranty period.

- Work or that of its subcontractor agrees to keep the job site and adjoining property free of waste material and rubbish caused by its Work or that of its subcontractors and to remove all waste materials and rubbish on completion or termination of its Work together with all tools, equipment, and machinery. Subcontractor agrees that upon terminating its Work at the site, Subcontractor shall conduct general clean-up operations, including, but not limited to, the cleaning of glass surfaces, paved streets and walks, steps and interior floors and walls, where applicable. Any personal property left by Subcontractor and or around job site for thirty (30) days following completion of the Work, excluding any Work performed pursuant to warranty service obligations, will become the property of Stock.
- 16. ASSIGNMEND: Subcontractor shall not assign this Agreement or any payments due or to become due become due because without the prior written consent of Stock, which consent may be withheld in the sole discretion of Stock. Payments to Subcontractor will be made in accordance with Stock's current published payment procedures, as the same may be amended from time to time. Payment to Subcontractor of all no any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by Subcontractor or acceptance of any portion of Subcontractor's Work by Stock, or in any way waive or affect Slock's claims or rights against Subcontractor.
- 17. CHANGIS: Stock reserves the right to make changes in the Work in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the contract price and time for performance. All changes will be authorized by a new written Work Motification Form which will include conforming changes in any Bid/Proposal, payment schedule and/or time for performance.
- 18. INSURANCE REQUIREMENTS: Subcontractor shall procure and maintain insurance policies in the form and amounts as ret torth on Exhibit "A", attached hereto and incorporated herein by reference. All coverage shall be placed with an insurance carriers duly admitted in the State of Florida and shall be reasonably acceptable to Stock. All insurance carriers must maintain an A.M. Best rating of "A-VIII" or better. Certified copies of all insurance policies must be made available and provided to Stock within ten (10) days of Stock's request. The word "Claims" used in this Paragraph 18 has been defined in Paragraph 13 above.

Endorsements in Insurance Policies: In addition to Exhibit "A", the Subcontractor shall carry and maintain commercial general liability insurance on ISO form C'G 00 01 10 01 (or a substitute form providing coverage equal to or greater than said form). All policies of liability insurance shall contain an Additional Justice Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing coverage equal to

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or greater than said furm which would at a minimum additional insured status with respect urising out of Subcontractor's Work pursuant to the Contract Documents and which provides coverage both during the products completed operations hazard period.) Such insurance shall cover liability arising out of premises, operations, independent connectors, products-completed operations, personal and advertising injury; bodily higher, property damage, and liability assumed under an insured contract (including the fort liability of another assumed in a business contract). There shall be no endersement or modification of the continered liability, excess of umbrella coverage forms which contains any of the following:

- (at Limitations or Modification of Contractual Liability Language;
- (b) Limitations or exclusions for Damage to Work Performed by Sub Continuence;
- (c) Limitations or Exclusions for Residential Work,
- (d) Limitations or Exclusions for Multi-Unit Dwellings
- (c) Limitations or Exclusions related to explosion, collapse, underground property damage;
- (f) Pollution Exclusions; or
- (g) work performed by subcontractors.

Additional Insured: Stock shall be named as an additional insured, less payce and certificate holder on each of the policies as outlined in Exhibit "A". Coverage under all policies shall be afforded to the additional insureds whether or not any Claims are actually in highlion,

Stock shall remain as an additional histered on each policy for a period not less than ten (10) consecutive years from the date of fluid completion of the entire construction project that is the subject of this Agreement and the Contract Documents regardless of the date when the Subcontractor, Subcontractor's subcontractor, laborer, materialmen, agents, employees, and/or anyone for whose acts any of them may be liable, completes or finishes any Work or any other construction work, and/or regardless of the dates any certificates of occupancy are issued. Subcontractor's obligation to have Stock remain as an additional insured on each volley for a period not less than ten (10) consecutive years from the date of final completion of the entire construction project will survive the expiration or earlier termination of this Agreement until any and all Claims are tally and finally barred by the greater of any and all applicable statute of limitation or statute of repose.

Priority of Insurance Coverage 1f is the intent of the parties that all available and applicable insurance coverage of the Subcontractor, whether primary or excess or umbrella policies, be primary coverage for any and all Claims concerning, pertaining to, telated to, atising out of and/or connected with the Work and Contract Documents, regardless of who makes said Claims. Further, the parties intend that Stock's insurance policies be excess over any and all available and applicable insurance policies of Subcontractor for the purposes of indennity and defense of Stock.

Certificates of Insurance: Prior to commencing any Work under this Agreement, Subcontractor shall submit to Stock copies of pulicies of Certificate of Insurance that confirm appropriate insurance coverage.

Each Certificate of Insurance shall provide that the insurer must give Stock at less utnery (90) days prior written notice of non-renewal or insterial change in coverage and termination of the coverage thereunder. Not less than two (2) weeks prior to the expussion cancellation or termination of any such policy, the Subcommeter shall supply Stock with a new and replacement Certificate of Insurance and additional insured endorsements as proof of renewal/replacement policies of insurance.

Bubcontractor's Notice to Incurance Carriers and Agents: Prior to commencing any Work under this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A" and all nmendments to each of its insurance agents and insurance carriers. Within ten (10) days after execution by the parties of any future amountments, modifications, additions, changes or addendums to this Agreement, Subcontractor must provide a fully executed complete copy of this Agreement with Exhibit "A", as amended, to each of its insurance agents and insurance carriers.

Subcontractor's Subcontractor seknowledges it shall not subcontract any part of this Agraement without supplying Stoel, proof that all Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose nets any of them may be liable, obtains and maintains appropriate insurance coverage as detailed in Exhibit "A". It shall be Subcontractor's sole responsibility to ensure that Subcontractor's subcontractors, laborers, materialmen, agents, or employees, and anyone for whose acts any of them may be liable, fully complies with this Paragraph 18 and Exhibit "A", and hiture amendments thereto.

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Additionally, and prior to commencement of the Work, the Subcontractor shall provide Stock with a Certificate of Insurance coverage, in compliance with Exhibit "A" each and every Subcontractor's subcontractors, laborers, materialmen, agents, and/or employees, and anyons for whose acts any of them may be tlable. Coverage shall be no test than the limits as described in Exhibit "A". In the event any of these policies are teinimated, for any reason, the Subcontractor shall provide Stock copies of Certificates of Insurance showing replacement coverage in compliance with Exhibit "A".

Waiver of Subrogation from insurers: Subcontractor shall obtain from each of its insurers, a waiver of subrogation as to each of its insurance policies, in favor of Stock with respect to any Claims concerning, pertaining to, related to, arising out of and/or connected with the Work and Contract Documents.

Breach: Fallure of Subcontractor to maintain complete and appropriate instrumed is a material breach. In this event, in addition to the all other remedy provisions in this Agreement, Stock can elect to ferminate this Agreement or to provide insurance at Subcontractor's sole expense; in neither case, however, shall Subcontractor's liability to lessened.

- 19. COMPLETION: Immediately upon the performance of any part of the Work, as between Subcontractor and Stock, title thereto shall vest in Stock to the extent permitted by law; provided, however, the vesting of such title shall not impose any obligations on Stock or relieve Subcontractor of any of its obligations hereunder. Upon completion of the Work described in any Work Nonfication Form, Subcontractor shall request the Stock representative on the job site to confirm completion of the Work. Thereafter, provided that Subcontractor is otherwise entitled to payment under this Agreement, upon notification to Stock, Stock shall pay Subcontractor for the Work described in the Work Notification Form in secondance with the Work Notification Form and the BidProposal within sixty (60) days following Stock's receipt of a request for payment from Subcontractor. Subcontractor hereby agrees that if Subcontractor falls to request from Stock any sum. Including, but not limited to wages or contract same due under this Agreement or any Work Notification Form, within ninety (90) days from the date they became due, said sums to Subcontractor and Subcontractor shall have no claim thereto.
- 26. WAIVER! TO THE EXTENT NOT PROFIBITED BY LAW, CONTRACTOR HEREBY WAIVES AND RELINQUISIES ANY AND ALL STATUTURY OR CONTRACTUAL RIGHTS THAT IT MAY HAVE TO BE IAIN STOP NOTICES OR LIENS, MECHANICS, OR OTHERWISE, AGAINS I THE PROPERTY OR IMPROVEMENTS THAT ARE THE WORK AND AGREES NOT TO FILE ANY SUCH NOTICE OR LIEN AGAINST SUCH PROPERTY OR IMPROVEMENTS FOR ANY LABOR, SERVICES, WORL, MATERIALS, EQUIPMENT, TOOLS OR OTHER HEMS FURNISHED TO OR FOR STOCK. TO THE EXTENT NOT PROHIBITED BY EAW, CONTRACTOR AGREES TO LOOK SOLELY TO ITS CONTRACTUAL, RIGHTS FOR RECOVERY.
- 21. TAXES/CHARGES: Subcontractor shall pay all taxes, contributions and/or premiums payable on its employees or on its operations under workers' compensation laws, unemployment compensation laws, the Pederal; Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes, contributions und/or premiums which are payable by the employees and the Subcontractor shall indemaily, defend and hold Stock harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with these requirements. Subcontractor shall comply with all rules and regulations at any time applicable hereto and shall, on demand, substantiate to Stock's reasonable satisfaction that all taxes and charges are being properly paid SUBCONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND STATE UNEMPLOYMENT TAXES FOR ALL EMPLOYEES OF SUBCONTRACTOR.
- 22. <u>DEFECTIVE WORK:</u> Should Stock notify Subcontractor (orally or in writing) that any part of the Work is incorrect and does not conform to the learns of the Contract Documents, Subcontractor shall inmediately being to correct such defective work and shall complete such corrected work within forty-eight (48) hour unless Stock shall agree to a longer period. If Subconfractor refuses to perform any corrective work, Subcontractor shall waive the above described forty-eight (48) hour period and such retusal or fallnire to perform the corrective work shall be deemed a default by Subcontractor hereunder. Subcontractor shall bear the entire cost of such corrective work, including any cost incurred by the disturbance of viork completed by other contractors.
- 23. BREACH: SUBCONTRACTOR SHALL BE IN BREACH OF THIS AGREEMINT IF:
 - (a) Subcontractor's Work is defectly and not remedied as provided herein; or
 - (b) Subcontractor does not make prompt and proper payments to its employees, agents and/or subcontractors; or
 - (c) Subcontructor does not make prompt and proper payments for labor, survices, work, materials or equipment furnished by third parties to it; or
 - (d) Another contractor is damaged by an act for which Subcontractor is responsible; or

- (c) Subcontractor or any third party furnishing labor, services, work, materials, equipment, tools or other items for the Work flict any claim or lien against the projectly where the Work has been performed and such claim or lien has not been discharged or resolved within twenty-four (24) hours after notice thereof to Subcontractor, and Subcontractor has not pusted a discharge bond within this twenty four (24) 'hour period, or:
- (f) Subconfinctor fails to perform warranty service under this Agreement or any other prior or contemporaneous Subconfractor Agreement ivith Stock; or
- (g) Stock is fined by any governmental agency on account of or arising out of Subcontractor's (or Subcontractor's subcontractors or agents) violation of any law, ordinance, regulation, administrative ruling and/or court order, or
- (h) Subcontractor becomes insolvent or any petition for bankruptcy is filed with respect to Subcontractor, or
- (i) Subcontractor falls or neglects to prosecute the Work diligently and promptly, whether due to inadequate or incompetent supervision, insufficient skilled workers. Luck of material or equipment, improper quantity or quality, or for any other reason not described herein;
- (I) Subcontractor fails to comply with any terms of this Agreement or any Work Notification Form Issued under this Agreement.
- 11. REMEDIES: IP SUBCONTRACTOR IS IN BREACH UP THIS AGREEMENT, IN ADDITION TO ANY AND ALL OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW, STOCK, IN 115 SOLL DISCRETION, MAY DO ANY UR ALL OF THE FOLLOWING:
 - (A) IMMEDIATELY TERMINATE THIS ACREEMENT, ANY WORK NOTIFICATION FORM OR OTHER VERBAL OR WRITTEN AGRLEMENT WITH SUBCONTRACTOR OR OTHER SUBCONTRACTOR BASE AGREEMENT BITWEEN SUBCONTRACTOR AND STOCK AND DISMISS SUBCONTRACTOR FROM THE JOB SITE BY PROVIDING SUBCONTRACTOR WITH WRITTEN NOTICE OF SUCH TERMINATION;
 - (B) ENGAGE OR EMPLOY OTHER CONTRACTORS TO REMEDY SUBCONTRACTOR'S DEFECTIVE WORK, TO COMPLETE ANY PORTION OF THE WORK NOT COMPLETED BY SUBCONTRACTOR, PERFORM SUBCONTRACTOR'S WARRANTY SERVICE UBLIGATIONS DILOTHERWISE CURE SUBCONTRACTOR'S BREACH AT SUBCONTRACTOR'S SOLE COST AND EXPENSE;
 - (C) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE HINDRED TWENTY (120) DAYS ANY SUMS WHICH MIGHT BE DUE OR BECOME DIJE TO SUBCONTRACTOR, WHETHER UNDER THIS AGREEMENT, ANY WORK NOTIFICATION FORM OR ANY OTHER AGREEMENT, AND MAY CHARGE AGAINST ANY SUCH SUMS WITHHELD ALL SUMS EXPENDED OR COSTS INCURRED BY STOCK ARISING FROM THE ENGAUEMENT OF OTHER CONTRACTORS AS PROVIDED IN (B) ABOVE OR OTHERWISE RELATING TO SUBCONTRACTOR'S BREACH, INCLUDING, BUT NOT LIMITED TO, STOCK'S OVERHEAD AND PROFIT: AND/OR
 - (D) WITHHOLD FROM SUBCONTRACTOR FOR UP TO ONE (I) YEAR AN AMOUNT, WHICH AMOUNT SHALL NOT EXCHED FIVE PERCENT (5%) OF THE CONTRACT PRICE FOR THE WORL; TO INSURE SUBCONTRACTOR'S PERFORMANCE OF WARRANTY SERVICE OBLIGATIONS. SHOULD SUBCONTRACTOR FAIL TO PERFORM SUCH WARRANTY SERVICE OBLIGATIONS, STUCK MAY CHARGE AGAINST SUCH AMOUNT WITHHELD ALL SUMS EXPENDED OR CUSTS INCURRED BY STUCK ARISING FROM SUBCONTRACTOR'S FAILURE TO PERFORM SUCH WARRANIY SERVICE OBLIGATIONS.
- 75. TERMINATION: This Agreement may also be terminated and Subrontractur dismissed from the Jub site by Stock at any time in its sole discretion, with or without cause, by providing Subcontractor with notice (written or oral, in the sole determination of Stock) of such termination, and such termination shall be effective as of the time and dale stated in such notice. In the event of termination of the Agreement pursuant to this puragraph 25 without course. Stock sliell pay Subconnactor willin sixty (60) days after the effective date of such termination, all sums due and owing Subcontractor for all labor incurred and all insterials incorporated in the Work performed under this Agreement prior to the effective date and time of termination. Subcontractor ucknowledges and agrees that if Subcontractor is terminated pursuant to this paragraph 25 with cause, Subcontractor shall have no claim against Stock for any additional sums, including, without ilmitations any claims for material purchased but not used in the Work, or for lost profits or for any other claim or stuns whatsoever. The termination payment described herein, if applicable, is Subcontractor's sole remedy and in no event shall Subcontractor have any claim for consequential damages. Further, in the event of termination, Subcontractor will turn over all equipment and materials ordered, purchased for and delivered to the Project, and Stock will pay the Subcontractor any amounts due based on the percentage of completion of Subcontractor's Work that is incompliance with this Agreement and the Pricing, netually accomplished and equipment and materials supplied to the Project; excluding any payment for uncarned profit and overhead. Subcontractor will facilitate transfer of Work to Stock by assigning its rights under subcontracts and purchase orders.

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- 26. ENTIRE AGREMENT: This Agreement, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Stock and there are no other agreements, oral or written, by and between the parties hereby, except as to Subcontractor's warranties under any prior or contemporations Subcontractor Agreements with Stock; which warranties are incorporated by reference herein for all purposes. This Agreement, together with the Contract Documents, does not create a partnership or other unincorporated association between the Subcontractor and Stock. The relationship of Subcontractor is that of an independent contractor.
- 27. HEADINGS: The paragraph headings in this Agreement are for convenience only and shall not offeet the meaning, interpretation or scope of the provisions which fallow them.
- 28. NOTICES: Unless otherwise set forth herein, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be (a) delivered by hand, (b) send by Federal Express, Express Mail or other of emight courier service, sent to the address on the first page hereofor such other address for notice as the parties shall last have familished in writing to the person giving the notice are for the first page hereofor such other address for notice as the parties shall last have familished in writing to the person giving the notice are for the first page hereofor with a copy delivered pursuant to (a) or (b) above. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if rent by far simile transmission as of the date and time of transmission, and (lit) if sent by federal Express Baptess Mail or other reputable overnught contier service, upon the earlier of the date of receipt or one (i) business day after posting thereof. If a notice is mailed in the manner provided above, it is duly given, whether or not the addresse received it.
- 29. INVALIDITY: If any provision of this Agreement is held to be illegal, invalid or unonforceable under pussent or future laws, such provision shall be fully severable. This Agreement shall be construed enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and thall not be affected by the Illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as it part of this Agreement a provision as similar in terms to such illegal invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.
- 30. DISPUTE: If a controversy or claim arises out of or related to this Agreement. Including a claim relating to an action taken by Stock pursuant to the self-help remedies of paragraph 24, and the parties cannot revolve the matter between themselves within alxiv (60) days after Stock is first provided written notice of the claim or controversy by Subcontractor, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitration(s) may be entered in any court having jurisdiction thereof. Should a dispute arise between Stock and a buyer of a residence regarding malerials supplied or work performed by Subcontractor, Subcontractor agrees to participate in, and be bound by, arbitration proceenings between Stock and the buyer.
- 231, TURISDICTION and PRESUMPTION: This Agreement shall be governed by and construed under the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the county in which the property is located. Should any provision of this Agreement require judicing interpretation, the parties hereto agree and slipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any legal conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, or being agreed that all parties hereto have participated in the preparation and negotiation of this Agreement and each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.
- 32 WAIVER: Except as expressly set forth herein, this Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto. No volver by either party of any fallure or refusal to comply with the obligation of any other party hereunder shall be deemed a waiver of any other provides or refusal to so comply.
- 33. COUNTERPARTS and FACSIMILE/PDF SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Signatures given via facsimile or scan PDF transmission and shall be deemed original.
- 34. PERSONS BOUND: The provisions of this Agreement shall four to the benefit of, and shall bind, the helps, executors, administrators, successors and assigns of the respective parties. No person shall be deemed to be a third party beneficiary of this Agreement or any portion thereof. Subcommeter may not useful files Agreement without Stock's prior written consent, which consent Stock may withhold in its sole

Page 11 of 12 Rev 01/07/2011 and absolute discretion. Stock may assign this Agreement to any affiliate, subsidiary or other third party by providing Subcontractor five (5) days written notice thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first abuve written.

STOCK

STOCK CONSTRUCTION, LLC, a
Plorida limited liability company

Print Name:

SUBCONTRACTOR:

(STA TOTETHE (1702) (Subcontactor Entity Name)

Print Name

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Subcontractor Initials ______